



Adobe PDM - Adobe® Connect™ 9.1 – OnPremise (2013v3)

The Products described in this PDM are OnPremise Software and are governed by the terms of the General Terms, the OnPremise Exhibit, this PDM, and the applicable Sales Order.

Adobe Connect – OnPremise Software Description

Adobe Connect OnPremise Software is a software solution that is hosted behind Customer’s firewall, is integrated with Customer’s IT infrastructure and enables Customer to engage in online collaboration. Customers of Adobe Connect OnPremise Software must license Adobe Connect Server plus one or more of the other modules:

1. Adobe Connect Server

- 1.1 **License Metrics.** Adobe Connect Server is licensed on a per-server basis.
- 1.2 **Description.** Adobe Connect Server supports Adobe Connect Meeting, Adobe Connect Training, and Adobe Connect Events. It also enables a certain number of Users (as set forth in the Sales Order) to store content within the Server Components.

2. Adobe Connect Edge Server

- 2.1 **License Metrics.** Adobe Connect Edge Server is licensed on a per-server basis with a maximum capacity of 500 ports per server.
- 2.2 **Description.** Adobe Connect Edge Server is an Adobe Connect Server enabling enhanced performance, control, and security for a Customer’s Adobe Connect OnPremise Software deployment.

3. Adobe Connect Meeting

- 3.1 **License Metrics.** Adobe Connect Meeting may be licensed under the Named Host, Concurrent User, or Seminar Room licensing metrics.
- 3.2 **Description.** Adobe Connect Meeting enables online Meetings and Seminar Rooms that Users can access via a web browser with the Adobe Flash Player. It provides support for sharing rich content, including streaming audio, video and software simulations, and it enables multi-person video conferences.

4. Adobe Connect Training

- 4.1 **License Metrics.** Adobe Connect Training may be licensed under the Concurrent Learner licensing metric.
- 4.2 **Description.** Adobe Connect Training provides course and curriculum management capabilities. This includes the capability to track User completion and course results using a dashboard or view reports for individual learners.

5. Adobe Connect Events

- 5.1 **License Metrics.** Adobe Connect Events may be licensed under the Named Events Manager licensing metric.
- 5.2 **Description.** Adobe Connect Events manages user registration, qualification, notification, automatic email reminders and tracking for Meetings and presentations. Adobe Connect Events can provide detailed reports on attendee demographics, registrations, attendance, and answers to both registration questions and in-session polls.
- 5.3 **Product Limitations and Use Restrictions.** Customer may use Adobe Experience Manager (AEM) software delivered hereunder solely for the purpose of supporting Adobe Connect Events.

Additional Terms

6. **License to Client Plug-Ins.** Client Plug-ins may be used solely in conjunction with the Server Components. In addition to the license grant provided in the OnPremise Exhibit, Customer may reproduce and distribute to Users the Client Plug-Ins solely in conjunction with such Users' interaction with the functionality of the Server Components as operated by Customer.
7. **License to APIs.** Customer may use the APIs solely in conjunction with (*i.e.*, to be implemented by) Customer's internally developed applications and the Server Components and Client Plug-Ins, and solely for Customer's internal purposes.
8. **License for Development Use.** Subject to the terms and conditions of this Agreement, Adobe grants to Customer a non-exclusive license for Customer to make and use a number of copies of the OnPremise Software that corresponds on a one-to-one basis to the number of Production Software licenses purchased by Customer, if any, for use solely as Development Software
9. **Other Prohibited Use.** Customer is prohibited from using the OnPremise Software for malicious injection of dial tone multi-frequency ("DTMF") commands.
10. **Recording of Content and Usage Data.** It is Customer's sole responsibility to obtain applicable consent for recording or collecting usage data from Users.
11. **Video Conferencing.** The OnPremise Software may enable Customer to connect the OnPremise Software to Customer's audio or video conferencing infrastructure. CUSTOMER'S CONNECTION OF THE ONPREMISE SOFTWARE TO CUSTOMER'S AUDIO OR VIDEO CONFERENCING INFRASTRUCTURE IS AT CUSTOMER'S OWN RISK.
12. **Adobe Connect OnPremise Not For Resale Software.** This section applies only if Customer has obtained a valid license to Not For Resale Software, as indicated by the Not For Resale Software when first executed or by a License Metric.
 - 12.1 **License.** Subject to the terms and conditions of this Agreement and any relevant License Metrics, Adobe grants Customer a non-exclusive license to install and use the Not For Resale Software solely for Customer to demonstrate and conduct training sessions regarding the features and functionality of the Not For Resale Software to third parties.
 - 12.2 **Notices.** Customer acknowledges that the Not For Resale Software is subject to change or termination by Adobe at any time, without notice. THE NOT FOR RESALE SOFTWARE IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS, AND ADOBE DISCLAIMS ANY WARRANTY OR LIABILITY OBLIGATIONS TO LICENSEE OF ANY KIND.
13. **Third Party Software Notices.** In order to accommodate public demand for software that is interoperable with other products and platforms, Adobe, like other commercial software publishers, has designed its products to comply with public standards, and has incorporated code created and licensed by third parties, into its products. The creators of these public standards and publicly available code, as well as other third party licensors, require that certain notices and terms and conditions be passed through to the end users of the software. Such required third party software notices and/or additional terms and conditions are located at www.adobe.com/products/eula/third_party/index.html (or a successor website thereto) and are made a part of and incorporated by reference into this Agreement.
14. **Disaster Recovery.** Notwithstanding the language in the Archival and Disaster Recovery section of the OnPremise Exhibit (2013v3), Customer may do the following only if Customer has paid the applicable fees for Cold Failover Version or Host Failover Version as set forth in the License Metrics:
 - 14.1 **Hot and Cold Failover Version.** Customer may also install copies of the Cold Failover Version and/or Hot Failover Version in a Disaster Recovery Environment for use solely in disaster recovery and not for production, development, evaluation or testing purposes other than to ensure that the OnPremise Software is capable of replacing the primary usage of the OnPremise Software in case of a disaster.

15 Additional Definitions.

- 15.1 **"APIs"** means those application programming interfaces in object code form provided to Customer by Adobe under this Agreement, and any modified versions and copies of, and upgrades, updates and additions to such application programming interfaces, provided to Customer by Adobe at any time, to the extent not provided under a separate agreement.

- 15.2 **“Client Plug-Ins”** means those plug-ins in object code form provided to Customer by Adobe under this Agreement, including the Adobe Connect Add-in and Adobe Flash Paper, and any modified versions and copies of, and upgrades, updates and additions to such plug-ins, provided to Customer by Adobe at any time, to the extent not provided under a separate agreement.
- 15.3 **“Cold Failover Version”** means a version of the OnPremise Software that is installed on a server within the Disaster Recovery Environment, but is not in use until there is an interruption in the operation of the Production Software due to an event beyond Customer’s control that creates an inability on Customer’s part to provide critical business functions for a material period of time.
- 15.4 **“Concurrent Learner”** means an individual learner that Customer licenses on a concurrent basis that may access training curriculum or courses.
- 15.5 **“Concurrent User”** means an individual licensed on a concurrent basis that may attend or host an Adobe Connect meeting.
- 15.6 **“Hot Failover Version”** means a version of the OnPremise Software that is installed and running on a server within the Disaster Recovery Environment, but is not used for production purposes until there is an interruption in the operation of the Production Software due to an event beyond Customer’s control that creates an inability on Customer’s part to provide critical business functions for a material period of time.
- 15.7 **“Meeting”** means an Adobe Connect meeting or seminar, as applicable.
- 15.8 **“Named Events Manager”** means an individual that has the ability to manage advanced registration for Adobe Connect events, branded event pages, additional email options, and absentee/attendee reporting for meetings, courses, curriculums, presentations and other content. A Named Events Manager must be an individual, not a group or generic login, and a Named Events Manager license cannot be shared between more than one individual. A Named Events Manager license may be reassigned from one individual to another only if the employment or independent contractor relationship of a licensed individual terminates; else written permission from Adobe is required.
- 15.9 **“Named Host”** means an individual that has the ability to host a Meeting with up to 100 total Meeting Attendees. A Named Host may create an unlimited number of Meeting rooms; however, the Named Host can only use one room at any one time, and rooms cannot be accessed unless the Named Host is present. A Named Host must be an individual, not a group or generic login, and a Named Host license cannot be shared between more than one individual. A Named Host license may be reassigned from one individual to another only if the employment or independent contractor relationship of a licensed individual terminates; else written permission from Adobe is required.
- 15.10 **“OnPremise Software”** means, collectively, the APIs, Client Plug-Ins, and Server Components.
- 15.11 **“Production Software”** means OnPremise Software licensed for productive business use.
- 15.12 **“Seminar Host”** means an individual employed or otherwise hired by Customer to administer the Seminar Room on behalf of Customer.
- 15.13 **“Seminar Room”** means a Meeting room with a size that is set based on the number of seats purchased under that Seminar Room license. Customer may create an unlimited number of rooms, but only one Meeting can take place at any given time for each Seminar Room license purchased. A designated Seminar Host must be present in the room for the room to be accessed.
- 15.14 **“Server Components”** means the object code version of the validly licensed software program(s), excluding APIs and Client Plug-Ins, provided by Adobe to Customer under this Agreement, and any modified versions and copies of, and upgrades, updates and additions to such software programs, provided to Customer by Adobe at any time, to the extent not provided under a separate agreement.
- 15.15 **“User”** means a person who interacts with the functionality of the Server Components as operated by Customer.
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