



Adobe PDM - LiveCycle® ES 4.0 – OnPremise (2013v3)

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

LiveCycle – OnPremise Software Description

LiveCycle OnPremise Software is an enterprise server platform that enables organizations to automate business processes. Customers of LiveCycle OnPremise Software may license one or more of the following modules:

1. LiveCycle Foundation Components

- 1.1 **License Metrics.** Included with LiveCycle Connector, LiveCycle Digital Signatures, LiveCycle Forms, LiveCycle Forms Standard, LiveCycle Forms Pro, LiveCycle Output, LiveCycle Forms Pro Add-On, LiveCycle Mobile Forms Add-On, LiveCycle PDF Generator, LiveCycle Process Management, LiveCycle Workspace, LiveCycle Workspace Mobile, LiveCycle Reader Extensions, and LiveCycle Rights Management.
- 1.2 **Description.** Foundation Components are those components that are automatically installed with the standard configuration for first-time installations, and specifically excludes:
 - (A) Evaluation software;
 - (B) Flex SDK Components;
 - (C) portions of the LiveCycle SDK Components other than the client libraries used to access the OnPremise Software programmatically; and
 - (D) JBoss Application Server software, MySQL database software and MySQL JDBC driver software accompanying the OnPremise Software.
- 1.3 **Product Limitations and Use Restrictions.**
 - (A) Customer's right to design, implement and/or execute electronic processes that use the On Premise Software in any way is limited to Short-Lived Processes unless Licensee has obtained a valid license to the Production Software version of Adobe LiveCycle Process Management.
 - (B) Customer may use an unlimited number of copies of the following, solely with the Foundation Components:
 - (1) the LiveCycle Designer software installed as part of the Foundation Components; and
 - (2) its output.
 - (C) For each single Deployment, Customer may install and use 5 copies of Adobe Flash Builder Pro software (or its successor) provided with the Foundation Components only if Adobe Flash Builder Pro is installed as part of the Foundation Components and used in combination with the LiveCycle SDK Components to modify the OnPremise Software and create Applications that integrate with the OnPremise Software; all other usage of Adobe Flash Builder Pro is prohibited.
 - (D) Usage of the Adobe Content Repository Extreme (CRX) component contained within the Foundation Components is limited solely to its use in conjunction with the OnPremise Software.

2. LiveCycle SDK Components

- 2.1 **License Metrics.** Included with LiveCycle Connector, LiveCycle Digital Signatures, LiveCycle Forms, LiveCycle Forms Standard, LiveCycle Forms Pro, LiveCycle Output, LiveCycle Forms Pro Add-On, LiveCycle Mobile Forms Add-On, LiveCycle PDF Generator, LiveCycle Process Management, LiveCycle Workspace, LiveCycle Workspace Mobile, LiveCycle Reader Extensions, and LiveCycle Rights Management.
- 2.2 **Description.** LiveCycle SDK Components are the software libraries, sample software code, APIs, header files and related information, and the file format specifications, if any, included as part of the OnPremise Software.

2.3 Product Limitations and Use Restrictions. Customer may install and use the LiveCycle SDK Components solely for purposes of facilitating use of validly licensed OnPremise Software in accordance with this Agreement.

3. Flex SDK Components

3.1 License Metrics. Included with LiveCycle Connector, LiveCycle Digital Signatures, LiveCycle Forms, LiveCycle Forms Standard, LiveCycle Forms Pro, LiveCycle Output, LiveCycle Forms Pro Add-On, LiveCycle Mobile Forms Add-On, LiveCycle PDF Generator, LiveCycle Process Management, LiveCycle Workspace, LiveCycle Workspace Mobile, LiveCycle Reader Extensions, LiveCycle Rights Management, and LiveCycle Data Services.

3.2 Description. Adobe Flex enables Customer to build interactive web applications. Flex SDK Components are the files, libraries, and executables contained in the directory labeled Flex SDK or similarly labeled directories including the Flex SDK Source Files, build files, compilers, and related information, as well as the file format specifications, if any, included as part of the OnPremise Software as described in the Flex SDK Documentation or a “Read Me” file accompanying the Flex SDK Components.

3.3 Product Limitations and Use Restrictions. The Flex SDK is licensed to licensee subject to its license at <http://www.adobe.com/go/eulas> which is hereby incorporated by reference.

(A) Additionally, Customer may:

- (1) use the Flex SDK Components for the sole purpose of internally developing Applications;
- (2) use the Flex SDK Components as part of Customer’s website for the sole purpose of compiling the Developer Programs that are distributed through the Customer’s website;
- (3) modify and reproduce Flex SDK Source Files for use as a component of Developer Programs that add Material Improvements to the Flex SDK Source Files; and
- (4) distribute Flex SDK Source Files in object code form and/or source code form only as a component of Developer Programs that add Material Improvements to the Flex SDK Source Files, only if:
 - (a) such Developer Programs are designed to operate in connection with Adobe Flash Builder, Flex Charting, LiveCycle Data Services, or the Flex SDK Components;
 - (b) Customer distributes such object code and/or source code under the terms and conditions of an End User License Agreement;
 - (c) Customer includes a copyright notice reflecting the copyright ownership of Customer in such Developer Programs;
 - (d) Customer accepts sole responsibility for any update or support obligation to its customers, or any other liability which may arise from such distribution;
 - (e) Customer does not make any statements that its Developer Program is “certified” or guaranteed by Adobe;
 - (f) Customer does not use Adobe’s name or trademarks to market its Developer Programs without written permission of Adobe;
 - (g) Customer does not delete or in any manner alter the copyright notices, trademarks, logos or related notices, or other proprietary rights notices of Adobe (and its licensors, if any) appearing on or within the Flex SDK Source Files and/or Flex SDK Components, or any Documentation relating to the Flex SDK Components;
 - (h) Customer causes any modified files to carry prominent notices stating that Customer changed the files; and
 - (i) Customer does not use “mx”, “mxml”, “flex”, “flash”, “livecycle”, or “adobe” in any new package or class names distributed with the Flex SDK Source Files. Any modified or merged portion of the Flex SDK Source Files is subject to this Agreement.

(B) Customer will not have a right to distribute any Flex SDK Components that are provided as executables or in object code form on a standalone-basis. Customer also agrees not to add or delete any program files that would modify the functionality and/or appearance of other Adobe software or

any component thereof. Customer agrees that it will not use the Flex SDK Components to create, develop, or use any program, software or service, which:

- (1) contains any viruses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information;
- (2) when used in the manner in which it is intended, violates any law, statute, ordinance, or regulation; or
- (3) interferes with the operability of other Adobe or third-party programs or software.

4. LiveCycle Connector

- 4.1 **License Metrics.** LiveCycle Connector is licensed as Production Software on a per-CPU or per-Authorized User basis, and/or Development Software on a per-Server basis. A license to LiveCycle Connector includes licenses to Foundation Components, LiveCycle SDK Components and Flex SDK Components.
- 4.2 **Description.** LiveCycle Connector connects enterprise content management systems to engagement applications providing content repository services.
- 4.3 **Product Limitations and Use Restrictions.**
 - (A) LiveCycle Connector is licensed for use only with Connected Adobe Applications and the non-Adobe content management software application for which it is designed, as indicated by the name of the particular version of LiveCycle Connector licensed to Customer.
 - (B) Customer must have at least 1 valid license to the LiveCycle Connector:
 - (1) Per-CPU of a Connected Adobe Application licensed on a per-CPU basis; or
 - (2) Per-Authorized User of a Connected Adobe Application licensed on a per-Authorized User basis.
 - (C) If Customer has licensed LiveCycle Connector for Microsoft SharePoint, then Customer is also granted a license to use the LiveCycle SharePoint iFilter for Rights Protected Documents in conjunction with the LiveCycle Connector for Microsoft SharePoint.

5. LiveCycle Digital Signatures

- 5.1 **License Metrics.** LiveCycle Digital Signatures software is licensed as Production Software on a per-CPU basis and/or Development Software on a per-Server basis. A license to LiveCycle Digital Signatures includes licenses to Foundation Components, LiveCycle SDK Components and Flex SDK Components.
- 5.2 **Description.** LiveCycle Digital Signatures software allows Customer to author and validate Certified Documents.

6. LiveCycle Forms

- 6.1 **License Metrics.** LiveCycle Forms software is licensed as Production Software on a per-CPU or per-Authorized User basis and/or Development Software on a per-Server basis. A license to LiveCycle Forms includes licenses to Foundation Components, LiveCycle SDK Components and Flex SDK Components.
- 6.2 **Description.** LiveCycle Forms software enables Customer to deploy interactive XML-based forms in Adobe Reader, Adobe Flash Player, or web browsers.
- 6.3 **Product Limitations and Use Restrictions.** Customer's valid license to LiveCycle Forms software as Production Software or Development Software includes a license to install and use the LiveCycle Data Services software subject to the same License Metrics, number of licenses, and other terms that apply to the LiveCycle Forms software, and only to the extent necessary to utilize the LiveCycle Forms software, unless Customer has obtained a separate valid license to LiveCycle Data Services.

7. LiveCycle Forms Standard

- 7.1 **License Metrics.** LiveCycle Forms Standard is licensed as Production Software on a per-CPU basis and/or Development Software on a per-Server basis as provided in the Sales Order. A license to LiveCycle Forms Standard includes licenses to Foundation Components, LiveCycle SDK Components and Flex SDK Components.
- 7.2 **Description.** LiveCycle Forms Standard provides Customer with all the rights and restrictions of LiveCycle Forms software as well as the use of LiveCycle Reader Extensions.

- 7.3 **Product Limitations and Use Restrictions.** Customer may use LiveCycle Forms Standard to enable a Document with Adobe Reader Features, only when that Document has been rendered by LiveCycle Forms software immediately prior to its use by an individual Recipient. The Reader Extended Document may not be posted to a website or otherwise distributed to more than one Recipient without re-rendering the Document using LiveCycle Forms.

8. LiveCycle Forms Pro

- 8.1 **License Metrics.** LiveCycle Forms Pro is licensed as Production Software on a per-CPU and/or as Development Software on a per-Server basis. A license to LiveCycle Forms Pro includes licenses to Foundation Components, LiveCycle SDK Components and Flex SDK Components.
- 8.2 **Description.** LiveCycle Forms Pro provides Customer with all the rights and restrictions of LiveCycle Forms Standard as well as the capabilities of LiveCycle Mobile Forms, LiveCycle Forms Management and LiveCycle Output.
- 8.3 **Product Limitations and Use Restrictions.** Customer may use LiveCycle Output only to render a document receipt of data captured using a form rendered through LiveCycle Forms or LiveCycle Mobile Forms.

9. LiveCycle Output

- 9.1 **License Metrics.** LiveCycle Output is licensed as Production Software on a per-CPU basis and/or Development Software on a per-Server basis. A license to LiveCycle Output includes licenses to Foundation Components, LiveCycle SDK Components and Flex SDK Components.
- 9.2 **Description.** LiveCycle Output enables Customer to dynamically generate personalized documents on demand in print and electronic formats.
- 9.3 **Product Limitations and Use Restrictions.** If Customer obtains LiveCycle Output as part of an upgrade to LiveCycle Forms from a previously licensed version of Forms software (e.g., Adobe Forms Server 7.x):
- (A) Adobe grants to Customer a non-exclusive license to permit Authorized Users to install and use LiveCycle Output, under the same License Metrics as the corresponding LiveCycle Forms upgrade, solely to generate PDF documents which do not contain any interactive form fields, for processing exclusively with the corresponding LiveCycle Forms upgrade; and
 - (B) use of LiveCycle Output is restricted:
 - (1) to deployment on the same Server on which the LiveCycle Forms software is installed; and
 - (2) in the same capacity as Development Software or Production Software (and on a per-CPU or per-Server basis, as applicable) as the corresponding LiveCycle Forms software upgrade.

10. LiveCycle Forms Pro Add-On

- 10.1 **License Metrics.** LiveCycle Forms Pro Add-On is licensed as Production Software on a per-CPU and/or Development Software on a per-Server basis, to those Customers who already have a valid license for LiveCycle Forms. A license for LiveCycle Forms Pro Add-On includes licenses for Foundation Components, LiveCycle SDK Components and Flex SDK Components.
- 10.2 **Description.** LiveCycle Forms Pro Add-On grants Customer the right to use LiveCycle Mobile Forms, LiveCycle Forms Management and LiveCycle Output, but does not include a license to LiveCycle Reader Extensions.
- 10.3 **Product Limitations and Use Restrictions.** Customer may use LiveCycle Output only to render a document receipt of data captured using a form rendered through LiveCycle Forms or LiveCycle Mobile Forms.

11. LiveCycle Mobile Forms Add-On

- 11.1 **License Metrics.** The LiveCycle Mobile Forms Add-On is licensed as Production Software on a per-CPU basis and/or Development Software on a per-Server basis, to those Customers who already have a valid license for LiveCycle Forms. A license to LiveCycle Mobile Forms Add-On includes licenses to Foundation Components, LiveCycle SDK Components and Flex SDK Components.
- 11.2 **Description.** LiveCycle Mobile Forms Add-On grants Customer the right to use LiveCycle Mobile Forms and LiveCycle Output.
- 11.3 **Product Limitations and Use Restrictions.** Customer may use LiveCycle Output only to render a document receipt of data captured using a form rendered through LiveCycle Forms or LiveCycle Mobile Forms.

12. LiveCycle PDF Generator

- 12.1 **License Metrics.** LiveCycle PDF Generator software is licensed as Production Software on a per-CPU or per-Authorized User basis and/or Development Software on a per-Server basis. A license to LiveCycle PDF Generator includes licenses to Foundation Components, LiveCycle SDK Components and Flex SDK Components.
- 12.2 **Description.** LiveCycle PDF Generator enables Customer to automate the creation and assembly of PDF documents from many file formats. A copy of Adobe Acrobat Professional accompanies the LiveCycle PDF Generator.
- 12.3 **Product Limitations and Use Restrictions.**
- (A) Unless Customer obtains a separate license for Adobe Acrobat Professional, Customer may not:
- (1) install more than 1 copy of Adobe Acrobat Professional on each Server on which LiveCycle PDF Generator is installed; and
 - (2) use Adobe Acrobat Professional directly – Customer may only use Adobe Acrobat Professional indirectly and only to the extent that LiveCycle PDF Generator is designed to access Adobe Acrobat Professional programmatically as described in the Documentation.
- (B) LiveCycle PDF Generator is designed to operate in connection with certain other Adobe software applications as described in the Documentation (each a “**Supported Adobe Software**”). If Customer obtains a separate license for a Supported Adobe Software, Customer may use such Supported Adobe Software with the LiveCycle PDF Generator software only to convert files in the native file formats of such Supported Adobe Software (e.g., files in the .psd format), and Customer may not:
- (1) install more than 1 copy of each licensed Supported Adobe Software on each Server on which LiveCycle PDF Generator is installed; and
 - (2) use the Supported Adobe Software directly – Customer may only use the Supported Adobe Software indirectly and only to the extent the LiveCycle PDF Generator software is designed to access the Supported Adobe Software programmatically as described in the Documentation.
- (C) Customer’s right to use the Production Software to generate or assemble content in PDF format (“**Process**”) is limited based on the applicable License Metric as follows:
- (1) when the Production Software is licensed on a Per-CPU basis, it will be used only to Process PDFs as a result of a predefined automated workflow process and not any other uses (for example, ad hoc submission and receipt of files by Authorized Users is prohibited); and
 - (2) when the Production Software is licensed on a Per-Authorized User basis, the PDF content must be generated as the result of any process other than the Per-CPU basis specified above.

13. LiveCycle Process Management.

- 13.1 **License Metrics.** LiveCycle Process Management is licensed as Production Software on a per-CPU or per-Authorized User basis and/or Development Software on a per-Server basis. A license to LiveCycle Process Management includes licenses to Foundation Components, LiveCycle SDK Components, Flex SDK Components, LiveCycle Workspace and LiveCycle Workspace Mobile.
- 13.2 **Description.** LiveCycle Process Management enables Customer to perform task assignment and task management, and enables Customer to initiate and participate in form-based business processes using a web browser.

14. LiveCycle Workspace and LiveCycle Workspace Mobile.

- 14.1 **License Metrics.** Included with LiveCycle Process Management.
- 14.2 **Description.** LiveCycle Workspace enables Customer to initiate and participate in form-based business processes using a web browser, and LiveCycle Workspace Mobile enables the same functionality on a mobile device.
- 14.3 **Product Limitations and Use Restrictions.**
- (A) Customer may use LiveCycle Workspace Mobile and Workspace Mobile SDK only in conjunction with LiveCycle Process Management and only to interface with LiveCycle Process Management and Foundation Components.

- (B) Customer may use the source code version of LiveCycle Workspace available with LiveCycle SDK Components (“**Workspace Code**”) subject to the following:
- (1) Customer may modify and reproduce Workspace Code only to develop internally user interfaces designed to operate with LiveCycle Process Management and Foundation Components;
 - (2) Customer may use the user interfaces and other derivatives developed with the Workspace Code under the same terms that apply to LiveCycle Workspace;
 - (3) Customer may not delete or alter the copyright or other proprietary notices appearing within the Workspace Code;
 - (4) Customer accepts sole responsibility for any update needs, errors, or other liability resulting from any use or distribution of modified and unmodified Workspace Code.
- (C) Customer may not change any LiveCycle Data Services Features (including data services destinations) used by LiveCycle Workspace or included in the Workspace Code at the time the OnPremise Software is first installed, or otherwise use LiveCycle Workspace or Workspace Code with any other LiveCycle Data Services Features.

15. LiveCycle Reader Extensions

- 15.1 **License Metrics.** LiveCycle Reader Extensions is licensed as Production Software on a per-Document or per-Recipient basis. A license to LiveCycle Reader Extensions includes licenses to Foundation Components, LiveCycle SDK Components and Flex SDK Components.
- 15.2 **Description.** LiveCycle Reader Extensions enables Customer to activate in Documents it distributes certain Adobe Reader Features that are not usually available when a PDF document is opened using Adobe Reader. LiveCycle Reader Extensions includes the functionality previously available with LiveCycle Barcoded Forms.

16. LiveCycle Rights Management

- 16.1 **License Metrics.** LiveCycle Rights Management is licensed as Production Software on a per-Document or per-Recipient basis. A license to LiveCycle Rights Management includes licenses to Foundation Components, LiveCycle SDK Components and Flex SDK Components.
- 16.2 **Description.** LiveCycle Rights Management enables Customer to place certain controls on documents, such as who may open or print a document.
- 16.3 **Product Limitations and Use Restrictions.** Unless otherwise permitted in the Documentation, Customer may not disable or interfere with electronic notices or dialogue boxes concerning privacy or tracking that appear in the software used for viewing electronic files that have been processed by LiveCycle Rights Management.

17. Correspondence Management Solution

- 17.1 **License Metrics.** Each Production Software license to Correspondence Management Solution includes an unlimited number of Development Software licenses to Correspondence Management Solution.
- 17.2 **Description.** Correspondence Management Solution automates various types of correspondence. Users can assemble individualized correspondence with pre-approved content blocks, interactive media elements, and pre-filled electronic forms. Correspondence Management Solution will deliver the correspondence to recipients, who may fill out forms. Correspondence Management Solution grants Customer the right to use LiveCycle Output, LiveCycle Process Management, LiveCycle PDF Generator, LiveCycle Forms, LiveCycle Reader Extensions, LiveCycle Digital Signatures, LiveCycle Rights Management, Content Repository Extreme, AEM, Asset Manager interface, Asset Editor interface, Correspondence Creation interface, Expression Manager, Asset Composer, and Data Dictionary services.
- 17.3 **Product Limitations and Use Restrictions.** Customer may use Correspondence Management Solution only for creation, management, administration, rights management, securing and delivery of the following types of personal correspondence to CM Recipients: customer inquiry responses, human resources correspondence, reminder and notification letters, endorsement notices, policy issuance documents, welcome kits, or account application packages. Customer may use interactive forms only as necessary to create or respond to personalized correspondence for or from CM Recipients. Customer may not publish a non-personalized Document with Adobe Reader Features to a website, convert documents to PDF if those documents will not be used directly in personalized correspondence, or use AEM to publish or store content not utilized or generated by Correspondence Management Solution.

18. LiveCycle Data Services

- 18.1 **License Metrics.** LiveCycle Data Services is licensed as Production Software on a per-CPU basis and/or Development Software on a per-Server basis. A license to LiveCycle Data Services includes a license to Flex SDK Components and Edge Server.
- 18.2 **Description.** LiveCycle Data Services enables Customer to build data-rich Flex and Ajax applications that interact with a variety of data sources. LiveCycle Data Services grants Customer the right to use Live
- 18.3 **Product Limitations and Use Restrictions.**
- (A) Customer may install and use 5 copies of Adobe Flash Builder Pro (or its successor) only in combination with Flex SDK Components and only to create Applications that integrate with LiveCycle Data Services. Any Application created using LiveCycle Data Services must be deployed with an authorized and validly licensed Production Software copy of LiveCycle Data Services.
 - (B) Customer may use Edge Server only in conjunction with LiveCycle Data Services.
 - (C) The Data Services Modeler plugin must be used in conjunction with LiveCycle Data Services and Adobe Flash Builder. Customer may only use that software in accordance with the License Metrics it has obtained for LiveCycle Data Services and Adobe Flash Builder.

19. AEM for Forms Portal

- 19.1 **License Metrics.** AEM for Forms Portal may be deployed on an unlimited number of Instances and administered by an unlimited number of Users.
- 19.2 **Description.** AEM for Forms Portal enables Customer to manage forms and documents on a website. AEM for Forms Portal grants Customer the right to use AEM WCM Basic Edition and AEM Mobile. Please see AEM 5.6.1 – Perpetual OnPremise PDM (2013v3) for full description.
- 19.3 **Product Limitations and Use Restrictions.** Customer may use AEM for Forms Portal only for creation, management, administration and delivery of forms and documents on a website, such as creation and customization of a web page associated with the search, display, retrieval and processing of forms and documents. Customer may not use AEM for Forms Portal to publish web content or manage websites not related to forms processing or document display.

Additional Terms

20. **Non-licensed Persons.** Customers may permit non-licensed persons to participate in electronic processes that utilize Production Software provided that such non-licensed persons are not permitted to use the LiveCycle SDK Components or Flex SDK Components, or otherwise use the OnPremise Software directly, and such participation does not otherwise violate any of the prohibitions described in this Agreement.
21. **Additional License Restrictions.** Except as may be explicitly provided in this Agreement, Customer is prohibited from:
- 21.1 authorizing any portion of the OnPremise Software to be copied onto or accessed from outside Customer's Intranet; or
 - 21.2 using the OnPremise Software to generate PDF files from electronic documents or content provided by third parties when Customer also distributes or makes available the generated PDF files as part of a broader service or product offering.
22. **Eclipse Code.** The OnPremise Software may include code provided by the Eclipse Foundation ("**Eclipse Code**"). The source code for the Eclipse Code as included in the software may be obtained as described in a readme to the software. Adobe provides the Eclipse Code as is, without warranty or support from Adobe. On behalf of contributors to the Eclipse Code, Adobe hereby:
- 22.1 disclaims any and all warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose with respect to the included Eclipse Code and any and all derivative works thereof;
 - 22.2 disclaims any liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits; and

22.3 represents that any warranties or other promises made by Adobe respecting the Eclipse Code are made by Adobe alone and not by any other party.

23. Font Software. If the OnPremise Software includes font software, then Customer may:

23.1 use the font software on Customer's Computers in connection with Customer's use of the OnPremise Software as permitted under this Agreement;

23.2 output such font software on any output devices connected to Customer's Computers;

23.3 convert and install the font software into another format for use in other environments provided that the converted font software may not be distributed or transferred for any purpose except in accordance with this Agreement;

23.4 embed copies of the font software into Customer's electronic documents for the purpose of printing and viewing the document, provided that if the font software Customer is embedding is identified as "licensed for editable embedding" on Adobe's website at <http://www.adobe.com/type/browser/legal/embeddingeula.html>; and

23.5 embed copies of the font software for the additional limited purpose of editing Customer's electronic documents; no other embedding rights are implied or permitted under this license.

24. LiveCycle Data Services – Limitations on Use for Non-Customers. LiveCycle Data Services ("LCDS") enables Customer to build data-rich Flex and Ajax applications that interact with a variety of data sources. Unless Customer has obtained a valid license to the Production Software version of LCDS, Customer may use only:

24.1 LCDS's remoting end point functionality for the purpose of calling licensed public APIs from a program or application developed in Adobe Flex; and

24.2 unmodified LCDS features, and only to the extent the OnPremise Software is designed to access those features programmatically.

25. Additional Licensing Terms for Certain LiveCycle Editions. Adobe may, in its sole discretion, and as set forth in the Sales Order, provide various OnPremise Software components in different sets of bundles (each bundle, an "Edition"), and the License Metric associated with such an Edition may be categorized as "per-Pack," "per-Bundle," "per-Set," or other similar bundle designation. Notwithstanding anything to the contrary in this Agreement, for each individual "Pack," "Bundle," "Set," or single unit of any bundle designation, the Production Software versions of the following OnPremise Software components are subject to the following additional conditions:

25.1 LiveCycle Forms, LiveCycle Output, LiveCycle Process Management, LiveCycle Digital Signatures, or LiveCycle Reader Extensions will be deemed to have a License Metric of 1 CPU;

25.2 for the LiveCycle Business Transformation Edition, LiveCycle Rights Management may be used by no more than 5000 Recipients and must be utilized with another OnPremise Software component that creates the Document being protected;

25.3 LiveCycle Reader Extensions must be utilized in conjunction with LiveCycle Forms and may not be used to create a standalone Document made available to Recipients; and

26. Online Services. The OnPremise Software may facilitate Customer's access to content and services that are provided by Adobe or third parties (collectively "Online Services"). Use of such Online Services may be subject to additional terms and conditions. EXCEPT AS EXPRESSLY AGREED TO BY ADOBE OR ITS AFFILIATES OR A THIRD PARTY IN A SEPARATE AGREEMENT, CUSTOMER'S USE OF ONLINE SERVICES IS AT CUSTOMER'S OWN RISK.

27. Activation. The OnPremise Software may require Customer to obtain an Adobe ID; activate or reactivate the OnPremise Software; register the OnPremise Software; or validate the Membership pursuant to the terms stated at <http://www.adobe.com/go/activation>.

28. Digital Signatures. Digital certificates may be issued by third party certificate authorities, including Adobe Certified Document Services vendors and Adobe Approved Trust List vendors (collectively "Certificate Authorities"), or can be self-signed. Purchase, use, and reliance upon digital certificates are the responsibility of Customer and Certificate Authority. CUSTOMER IS SOLELY RESPONSIBLE FOR DECIDING WHETHER OR NOT TO RELY ON A CERTIFICATE. UNLESS A SEPARATE WRITTEN WARRANTY IS PROVIDED TO CUSTOMER BY A CERTIFICATE AUTHORITY, CUSTOMER'S USE OF DIGITAL CERTIFICATES IS AT ITS SOLE RISK. Customer agrees to hold Adobe harmless from any and all liabilities, losses, actions, damages, or claims (including all reasonable expenses, costs, and attorneys' fees) arising out of or relating to Customer's use of, or any reliance on, any digital certificate or Certificate Authority.

29. 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.

30 Additional Definitions.

30.1 **“Adobe Reader Features”** means:

- (A) certain technology embedded into PDF files by the OnPremise Software that enables features in Adobe Reader software that would not otherwise be available (e.g., the ability to save documents locally or add annotations); and
- (B) metadata (stored on a Computer and/or embedded in an electronic file of a supported file format) that contains or refers to access and usage rights designed to be enforced by LiveCycle Rights Management components of the OnPremise Software directly or through supported software applications.

30.2 **“AEM”** means Adobe Experience Manager.

30.3 **“Application”** means a computer program designed for a specific task or use that uses the OnPremise Software to access, store, or process data, generate Documents, or display data or content. Examples of an Application are a corporate website, a blog, a wiki, an e-learning platform, games, maps, web applications or websites.

30.4 **“Authentication”** means the valid entry of a required secure credential (such as a user name/password combination, smart card, or biometric) prior to use or access of the OnPremise Software or Document whether such credential is entered directly into the OnPremise Software or passed to the OnPremise Software programmatically, allowing that user a specific set of rights to the OnPremise Software or Document.

30.5 **“Authorized Users”** means employees and individual contractors (i.e., temporary employees) of Customer.

30.6 **“Business Recipient”** means a person acting on behalf of a business, government, educational institution or other organization that has access to correspondence generated by the OnPremise Software.

30.7 **“CM Authorized User”** means a unique person that uses Authentication to log into the OnPremise Software or an Application for the purpose of authoring and administering correspondence templates; creating, managing, or modifying correspondence or documents; or the delivery of correspondence or documents. Each CM Authorized User is licensed only for a single Deployment.

30.8 **“CM Recipient”** means a unique person who has access to correspondence generated by the OnPremise Software and is not a Business Recipient. CM Recipient licenses may not be shared or used by more than one individual but may be reassigned either when new CM Recipients replace former CM Recipients or upon written permission from Adobe. Each CM Recipient is licensed for a single Deployment.

30.9 **“Connected Adobe Application”** means an Adobe software application used with LiveCycle Connector.

30.10 **“CPU”** means central processing units on Computers used to operate the OnPremise Software subject to the following:

- (A) all CPUs on a Computer on which the OnPremise Software is installed will be deemed to operate the OnPremise Software unless Customer configures that Computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the OnPremise Software is less than the total number on that Computer; and
- (B) when a CPU contains more than one processing core, each group of 2 processing cores, and any remaining unpaired processing core, will be deemed 1 CPU unless it conforms to the guidelines

described in the applicable Multicore Policy at <http://www.adobe.com/go/multicorepolicy> or in a separate writing signed by both parties.

- 30.11 **“Deploy”** means to deliver or otherwise make available, directly or indirectly, by any means, a Document to one or more persons or entities including Recipients. A Document that has been Deployed will be deemed to remain Deployed until it is no longer available for distribution.
- 30.12 **“Deployment”** means a group of Server(s) that have the OnPremise Software installed and which operate one or more Applications where all Server(s) operate all the Applications and are operating at the same physical site.
- 30.13 **“Developer Programs”** means programs or applications that are built consisting partly of the Flex SDK Source Files, and partly of Customer’s Material Improvement to add to or extend the Flex SDK Source Files.
- 30.14 **“Document”** means an electronic or printed file that is processed or generated by the OnPremise Software, including Documents that contain data fields where data may be entered and saved. A Document will be deemed “unique” unless it is an identical copy of a Deployed Document, is a direct language translation of a Deployed Document, or differs from other Deployed Documents only with respect to correction of typographical errors, pre-Deployment customization of information about Recipients (e.g., name, address or account number) and similar differences that do not alter the fundamental business purpose of the Document. To the extent that a Document includes content contained in other electronic files that have been processed by the same Adobe software application(s) and are separately Deployed as Documents, then each such electronic file will also be deemed a unique Document.
- 30.15 **“End User License Agreement”** means an end user license agreement that contains:
- (A) a limited, nonexclusive right to use the Developer Program;
 - (B) terms ensuring that any sublicensees of Customer will comply with all restrictions and obligations set forth in these sections regarding the Adobe Flex SDK;
 - (C) standard prohibitions against reverse engineering or decompiling the Developer Program;
 - (D) a statement that Customer and its suppliers retain all right, title, and interest in the Developer Program;
 - (E) a statement that Customer’s suppliers disclaim all warranties and representations regarding the Developer Program; and
 - (F) a limitation of liability that disclaims all liability on behalf of Customer’s suppliers.
- 30.16 **“Flex SDK Source Files”** means the Flex Framework source code files that are provided with the Flex SDK.
- 30.17 **“Instance”** means 1 copy of AEM for Forms Portal running on one Computer. Each Instance can be designated as either ‘author’ or ‘publisher’ but each will be counted separately as one Instance.
- 30.18 **“LiveCycle Data Services Features”** means the remoting features and associated data services destinations automatically installed and configured with the initial installation of the Foundation Components.
- 30.19 **“Material Improvement”** means perceptible, measurable, and definable improvements to the Flex SDK Source Files that provide extended or additional significant and primary functionality that adds significant business value to the Flex SDK Source Files.
- 30.20 **“OnPremise Software”** means, with respect to this PDM, the validly licensed components of LiveCycle OnPremise.
- 30.21 **“Production Software”** means the OnPremise Software licensed for productive business use.
- 30.22 **“Recipient”** means a person to whom Customer directly or indirectly Deploys Documents. Each person that receives a Deployed Document will be deemed a unique Recipient with respect to a particular software application unless the identity of that Recipient is known to Customer prior to Deployment and Customer has Deployed Documents to that Recipient before.
- 30.23 **“Server”** means a Computer designed or configured for access by multiple users through a network. Where a Server contains more than 1 Virtual Machine, each Virtual Machine will be counted as a Server.
- 30.24 **“Short-Lived Process”** means an electronic process that (i) is tagged as “short-lived” through the user interface or application programming interfaces of the LiveCycle SDK Components, (ii) is initiated by the

specific action of a single person or computer, (iii) results in the completion of a single electronic transaction consisting of one or more events that occur in a serial or synchronous fashion in real-time to generate a certain result or output, and (iv) does not include or require any human intervention (other than the initiation of the process).

- 30.25 **“User”** means employee(s) or contractors of Customer that are authorized to have login access, either directly or programmatically such as through use of an API, to AEM for Forms Portal for any purpose, including administration or authoring of the Instance(s), administration of Adobe hosted or online accounts, or maintenance of Customer Content stored within AEM for Forms Portal.
- 30.26 **“Virtual Machine”** means a self-contained operating system environment that runs applications like a physical server (e.g., an AIX® LPAR, Solaris™ zone, or VMware® virtual machine).
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