



## ADOBE PDM – Adobe Typekit (2014v3)

Products and Services described in this PDM are governed by the terms of this PDM, the applicable Sales Order, the General Terms, and the Exhibit for On-demand Services.

As used in this PDM, On-demand Service means the Typekit service website accessible from [www.typekit.com](http://www.typekit.com), including Typekit Desktop, Typekit Web, and all other services, features or content made available from, in, or through the Typekit service website

### 1. Definitions.

- 1.1 **“Agency”** means an individual or commercial business that provides web or graphic design, advertising, marketing, or similar services to its own customers or clients and which services include creating or maintaining Customer Content.
- 1.2 **“Customer Documents”** mean any publicly distributed form of digital document that uses Typekit Fonts, whether or not embedded, including for display, viewing, or consumption by anyone accessing the Customer Documents.
- 1.3 **“Distributed Code”** as used in this PDM, means the software files containing Typekit Fonts and any script or code provided by Adobe to enable Customer to receive the On-demand Services.
- 1.4 **“Reseller Platform”** is any service that allows its customers or clients to choose fonts for websites or other products that it provides on their behalf (e.g., blogging platforms, social network profiles, etc.)
- 1.5 **“Typekit Desktop”** means those features of the Service made available through the download or installation of Typekit Fonts to Customer’s Computer, that facilitate Customer’s access and Use of the On-demand Services or Distributed Code for desktop publishing purposes (i.e., for creating Customer Documents).
- 1.6 **“Typekit Fonts”** means the fonts licensed by Adobe to Customer for use in the On-demand Services.
- 1.7 **“Typekit Web”** means those features of the Service that facilitate Customer’s access and use of the On-demand Services or Distributed Code for creating Customer Site.

**2. License Contingency.** The license to the Distributed Code, as stated in the Exhibit for On-demand Services, is contingent on the continued enforceability and applicability of the licenses between Adobe and its third-party licensors. Should the license for an Adobe Font from the third-party licensors expire or terminate, Customer’s license to the Adobe Font also expires or terminates.

**3. Desktop Publishing.** The following terms apply to the Distributed Code designated for desktop publishing use in the applicable Sales Order:

- 3.1 Customer may only use the Distributed Code on the permitted number of Computers stated in the Sales Order;
- 3.2 Once installed on the Computer, Customer may access the Distributed Content through the Adobe Creative Cloud applications to select from the available Typekit Fonts the Customer wishes to synchronize to its Computer for use in desktop publishing;
- 3.3 Customer may use Typekit Fonts that have been synchronized to the Computer to design and develop Customer Documents and Customer may embed and distribute the Typekit Fonts with the Customer Documents so that when others view, print, or interact with Customer Documents, they see Customer Documents displayed with the Typekit Fonts as intended;
- 3.4 Customer may only embed those characters (i.e. subset) of the Typekit Fonts that are necessary to display, print, and view the Customer Document; and
- 3.5 Customer may only use and distribute Typekit Fonts embedded with the Customer Documents as described in this Section 3.

**4. Website Publishing.** Subject to the restrictions in this PDM, Customer may (a) use the Distributed Code to design and develop Customer Site, (b) reference or encode a link to selected Typekit Fonts within the Customer Site design so

that when others view or interact with Customer Site, they will see the content displayed with the Typekit Fonts as intended; and (c) only use Typekit Fonts within Customer Site.

## **5. License Limitations.**

5.1 Customer's Typekit license includes the following limitations on the volume of Usage:

- (A) Desktop Fonts: Customer may select a maximum of 100 fonts for simultaneous use
- (B) Web Fonts: Customer may use web fonts up to a maximum of 500,000 page views per month, measured by industry standard techniques and technology.

5.2 **Overage.** These limitations apply with respect to the Distributed Code and may also be listed in Customer's account profile. If Customer's use of the Distributed Code exceeds the limits designated for the Distributed Code or for a particular Subscription Plan ("**Overage**"), then Adobe may at its sole discretion, bill Customer immediately for the Overage, upgrade Customer's account to an alternate Subscription Plan appropriate the usage levels, or suspend Customer's access to the Distributed Code until the charges for the overage is paid in full.

**6. Use Restrictions.** The license granted under this PDM is further subject to the following restrictions:

6.1 Unless licensed under a separate sales order subject to additional license fee, Customer may not use Typekit web fonts to create websites for any third party. Use of Typekit web to create websites for a third party requires a separate license agreement.

6.2 If Customer is an Agency, then Customer may not resell the On-demand Service to its clients. Customer may use Typekit desktop fonts in the production of client work. Customer may not use Typekit web fonts in the production of client work. Customer must include in its agreement with its clients a provision that its client's use of Typekit Fonts require a separate license with Adobe, and any use and access of the Typekit Fonts are subject to the Typekit Terms of Use, available at [www.adobe.com/go/terms](http://www.adobe.com/go/terms).

6.3 If Customer is a Reseller Platform, then Customer may not use any portion of the Distributed Code without express prior written permission from Adobe.

6.4 Customer may not allow external output of the Distributed Code from within Customer Site or Customer Document.

6.5 Customer may not attempt to copy, move or remove Distributed Code from the locations or folders on Customer's Computer where Adobe has installed such Distributed Code, or otherwise attempt to access or use the Distributed Code other than by subscribing directly to the On-demand Service using the means Adobe provides for such purposes.

6.6 Customer must not use the Service in any manner, within its control, that could damage, disable, overburden, or impair any Adobe server, or the network(s) connected to any Adobe server or interfere with any other party's use and enjoyment of the On-demand Services;

6.7 Customer must not attempt to gain unauthorized access to On-demand Services, materials, other accounts, computer systems or networks connected to any Adobe server or to the On-demand Services, through hacking, password mining, or any other means;

6.8 Customer must not obtain or attempt to obtain any materials or information through any means not intentionally made available through the On-demand Services;

6.9 Customer must not engage in any systematic extraction of data or data fields;

**7. Termination in Connection with Third-Party Licensors.** Adobe may terminate this Agreement without penalty upon 30 days written notice if the applicable license agreement for the applicable Typekit Fonts between Adobe and its third-party licensors expires or terminates.