



- 1. Customer Content.** Certain features of the On-demand Service enable Customer to specify the level at which the On-demand Service restrict access to Customer Content. Customer is solely responsible for applying the appropriate level of access to Customer Content. The uploading of Customer Content to the On-demand Service without actual viewing by Adobe, does not constitute disclosure of the Customer Content to Adobe. The On-demand Service is automated and Adobe will not access any Customer Content, except as reasonably necessary to perform the On-demand Service, such as: (a) respond to support requests; (b) detect, prevent, or otherwise address fraud, security, or technical issues; or (c) as expressly permitted under this Agreement.
- 2. Storage and Retention.** Customer Content and Customer Data may be stored on Adobe's servers at Customer's request, as necessary for Adobe to provide the On-demand Service. Adobe will store Customer Data and Customer Content as long as the size of that storage is not unreasonable in Adobe's discretion; provided, however, Adobe may delete Customer Content and Customer Data any time if required by law and also upon any termination or expiration of the applicable Sales Order. Customer is solely responsible for making and keeping backup copies of Customer Content and Customer Data. Except as provided herein, Adobe has no responsibility or liability for the deletion or accuracy of Customer Content and Customer Data, the failure to store, transmit or receive transmission of Customer Content and Customer Data (whether or not processed by the On-demand Service), or the security, privacy, storage, or transmission of other communications originating with or involving use of the On-demand Service. Adobe may delete Customer Content and Customer Data as instructed by Customer. Customer is solely responsible for complying with all applicable document retention laws and regulations, including any duty to provide notice to third parties about retention or deletion of documents.
- 3. Third Party Materials.** If Customer accesses or uses the On-demand Service, Customer may be exposed to materials from third parties that are offensive, indecent, or otherwise objectionable. Customer may report any such objectionable materials to Adobe customer service.
- 4. License Restrictions.** Customer may not: (a) attempt to gain unauthorized access to services, materials, other accounts, computer systems, or networks connected to any Adobe server or to the On-demand Service, through hacking, password mining, or any other means; (b) obtain or attempt to obtain any materials or information through any means not intentionally made available through the On-demand Service; (c) engage in any systematic extraction of data or data fields (including email addresses) except as may be reasonably contemplated through the normal use of the On-demand Service; (d) use the On-demand Service for malicious injection of dial tone multi-frequency commands; (e) upload, record, publish, link to, or otherwise transmit or distribute Customer Content that would breach Customer's representations and warranties regarding Customer Content; or (f) rotate or reuse the user licenses. User licenses may be reassigned from one individual to another only if the employment or independent contractor relationship of a licensed individual terminates; otherwise, written permission from Adobe is required.
- 5. Trial Use of Service.** If Customer has subscribed to the On-demand Service on a trial basis, then Customer's use the On-demand Service is subject to the Agreement and is limited as provided in the email communication from Adobe, or as provided in web pages describing trial use of the On-demand Service. This trial On-demand Service is subject to change and termination in Adobe's sole discretion.
- 6. Third Party Software Notices.** The creators or third party licensors of certain public standards and publicly available code ("Third Party Materials"), require that certain notices be passed through to the end users of the On-demand Services. These third party notices are located at <http://www.adobe.com/go/thirdparty> (or a successor website thereto). The inclusion of these third party notices does not limit Adobe's obligations

to the Customer for Third Party Materials integrated into the On-demand Services.

- 7. Emails to Participants.** Emails related to the On-demand Services are generally sent to participants by Customer, and not by Adobe. If applicable, Adobe may send emails to participants in Customer's name as Customer's agent, at Customer's request, and on Customer's behalf. Customer is solely responsible for such emails and their contents.
- 8. Captivate Prime for Desktop.**
 - 8.1 Activation; Installation; Activation Limits.** If Customer licenses the On-premise Software on a per-User basis, then each User may activate the On-premise Software on up to two Computers at a time; however, each User is not permitted to use the On-premise Software on these two Computers simultaneously.
 - 8.2 Update.** Customer agrees to receive updates from Adobe as part of Customer's use of the On-premise Software. Unless configured by Customer to prevent automatic updates, some On-premise Software may automatically download and install updates on Customer's system from time to time.
 - 8.3 On-demand services accessible through On-premise Software.** The On-premise Software may facilitate Customer's access to content, websites and services that are provided by Adobe or third parties. Use of Adobe On-demand Services is subject to the applicable terms and conditions associated with that specific Adobe On-demand Services. If Customer does not agree, Customer may not access or use the applicable On-demand Services.