



## PSLT – Adobe Creative Cloud and Adobe Document Cloud (2018v1.2)

### PRODUCT SPECIFIC LICENSING TERMS FOR ON-PREMISE SOFTWARE

#### 1. Multiple-User Access.

- 1.1 If On-premise Software licensed on a per-User basis is installed on a Computer accessible by more than one User, then the total number of Users (not the concurrent number of users) capable of accessing the On-premise Software must not exceed the license quantity stated in the Sales Order.
- 1.2 Customer must not install or access (either directly or through commands, data, or instructions) the On-premise Software for operations not initiated by an individual user (e.g., automated server processing).

**2. Activation; Simultaneous Use.** If Customer licenses the On-premise Software on a per-User basis, each User may activate the On-premise Software on up to 2 Computers within Customer's direct control. Customer is not permitted to use the On-premise Software on these 2 Computers simultaneously. If Customer licenses the On-premise Software on a per Computer basis, then Customer may install each licensed copy of the On-premise Software only on 1 Computer.

**3. Update.** The On-premise Software may automatically download and install updates from time to time. Customer agrees to receive such updates from Adobe as part of Customer's use of the On-premise Software.

**4. Content Files.** Customer may use, display, modify, reproduce, and distribute any of the Adobe-provided sample files such as stock images or sounds ("Content Files"), except Customer must not distribute Content Files on a stand-alone basis. Customer may not claim any trademark rights in, or derivative works of, the Content Files.

**5. Embedded Use.** Customer may embed or distribute, as applicable, any software made available to Customer through the On-premise Software (including runtimes, add-ins, and utilities provided with the On-premise Software, for example as part of an application that is packaged to run on the Apple iOS or Android™ operating systems) as part of developer applications, electronic documents or content, and may only permit use of such software in connection with such application, document or content. No other embedding rights are implied or permitted.

**6. Serial Numbers.** This section applies to Customer solely if Customer is utilizing serial numbers to deploy On-premise Software as of the Effective Date. Adobe is updating its application licensing technology. Once Adobe ports the On-premise Software to this new technology starting in October 2018, new versions of the On-premise Software will not be accessible to those Customers who use serial numbers to deploy the On-premise Software.

**7. After Effects Render Engine.** Customer may install an unlimited number of Render Engines on Computers within its intranet if at least one Computer has the full version of the Adobe After Effects software installed. The term "**Render Engine**" means an installable portion of the On-premise Software that enables the rendering of After Effects projects but does not include the complete After Effects user interface.

**8. Adobe Runtime.** If the On-premise Software includes Adobe AIR, Adobe Flash Player, Shockwave Player, Authorware Player, or portion of the On-premise Software embedded in a presentation, information, or materials created and generated using the On-premise Software (collectively "**Adobe Runtime**"), then distributions of the resulting output file or developer application on a non-PC device may require Customer to obtain licenses and be subject to additional royalties, for which Customer is solely responsible.

**9. AVC Distribution.** The notices applicable to On-premise Software containing AVC import and export functionality are located on the Third-Party Notice Page.

**10. Adobe Media Encoder.** Customer may install Adobe Media Encoder ("**AME**") on a Computer within its intranet solely for the purpose of encoding, decoding, or transcoding projects created by licensed instances of the On-premise Software running on other Computers within its intranet, provided that the number of installations of AME does not exceed the number of licenses purchased for the On-premise Software. Customer may not use the foregoing implementation of AME to offer, use, or permit the use of AME with (a) software other than the On-premise Software, (b) as part of a hosted service, (c) on behalf of any third party, (d) on a service bureau basis, or (e) for operations that are not initiated by an individual.

- 11. Use of On-premise Software in China.** If Customer has Users in China, such Users are only permitted to activate the On-premise Software referred to by Adobe as “Creative Cloud for Enterprise Offering in China” and “Acrobat for Enterprise Offering in China” (collectively, “China Offering”). Customer is not permitted to use the China Offering of the On-premise Software anywhere outside of China. All warranties provided by Adobe to Customer in this Agreement are void for any version of the On-Premise Software activated by Users in China that is not the China Offering.

#### **PRODUCT SPECIFIC LICENSING TERMS FOR ON-DEMAND SERVICES**

##### **12. Use of Service.**

- 12.1 **User-Generated Content.** The On-demand Services may contain user-generated content that is: (a) inappropriate for minors, (b) illegal in some countries; or (c) inappropriate in certain circumstances. If Customer wants to prevent viewing of or access to user-generated content, it should either (a) disable On-demand Services access in the Creative Cloud Packager, where that functionality is made available, or (b) block access to the On-demand Services via its network firewall. Adobe disclaims liability for all user-generated content available via the On-demand Services.
- 12.2 **Additional License Restrictions.** Customer must not:
- (A) place advertisement of any products or services through the On-demand Services;
  - (B) use any data mining or similar data gathering and extraction methods;
  - (C) circumvent any access or use restrictions; or
  - (D) impersonate any person or entity, or falsely state or otherwise misrepresent Customer’s affiliation with a person or entity.

- 13. Modification.** Adobe will make reasonable efforts to notify Customer before Adobe modifies or discontinues the On-demand Services or any portions or service features thereof at any time without liability. If Adobe discontinues an On-demand Service in its entirety, then Adobe will provide Customer with a pro rata refund of prepaid fees or similar service for that On-demand Service.

- 14. Storage and Retention.** Adobe will store Customer Content and Customer Data during the License Term up to any storage limit specified in the applicable Sales Order. Adobe may create reasonable storage limits, such as limits on file size, storage space, and other technical limits. If Customer exceeds those limits, Adobe will make reasonable efforts to notify Customer to permit transition of Customer Content and Customer Data prior to deletion.

#### **PRODUCT SPECIFIC LICENSING TERMS FOR ON-PREMISE SOFTWARE AND ON-DEMAND SERVICES**

- 15. Third-Party 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-premise Software. 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-premise Software.
- 16. Digital Certificates.** The On-premise Software or On-demand Services may include technology that allows Customer to enable electronic signatures or digital credential features (“Key”). Customer may not access, attempt to access, control, disable, remove, use, or distribute the Key for any purpose. Digital certificates may be issued by third party certificate authorities, and Customer is solely responsible for deciding whether or not to rely on a certificate.

#### **PRODUCT SPECIFIC LICENSING TERMS FOR ADOBE CREATIVE CLOUD**

- 17. Exception to General Terms for Customer Data.** Customer Data, as defined in the General Terms does not apply to Customer’s use of the Adobe Creative Cloud On-premise Software solution.

#### **PRODUCT SPECIFIC LICENSING TERMS FOR ADOBE’S ELECTRONIC SIGNATURE SERVICE**

##### **18. Additional Definitions.**

- 18.1 **“Electronic Document”** means any document uploaded into Adobe’s electronic signature service.

18.2 **"Participant"** means any individual or entity who electronically reviews, accepts, signs, approves, transmits, or delegates action to a third party regarding Electronic Documents via Customer's electronic signature service account.

18.3 A **"Transaction"** occurs each time an Electronic Document, or collection of related Electronic Documents up to 100 pages or 10 MB are sent to Participants through the On-demand Services.

## 19. Privacy, Information Security, and Compliance.

19.1 **Sensitive Personal Data.** The Sensitive Personal Data section of the General Terms does not apply to Customer's use of the electronic signature service.

19.2 **Configurable Controls.** Adobe makes certain security controls available and configurable by Customer, or Adobe's customer support. It is Customer's responsibility to determine what notices, consents, and controls Customer requires in order to comply with laws, standards, regulations, or obligations that Customer may have to Customer's Participants. Once Customer sends an Electronic Document for signature, or transfers an Electronic Document out of Adobe's electronic signature service, or to a third-party provider, that Electronic Document leaves Adobe's servers, and Adobe's security controls no longer apply. Information received by Adobe in connection with the electronic signature service is governed by the Adobe Privacy Policy ([adobe.com/privacy/policy.html](http://adobe.com/privacy/policy.html)), including the Adobe electronic signature services privacy terms ([adobe.com/privacy/echosign.html](http://adobe.com/privacy/echosign.html), or successor websites).

19.3 **Security.** Adobe has implemented information security practices to help protect Customer Content which is available for review at: <http://www.adobe.com/security.html>. Customer may not use the fax option in Adobe's electronic signature service to process payment card information, including credit card numbers and verification codes.

20. **Legal Counsel.** Customer will rely on its own legal counsel as to the use and viability of electronic signatures in a particular country or for a particular use.

## PRODUCT SPECIFIC LICENSING TERMS FOR ADOBE TYPEKIT

### 21. Typekit Service.

#### 21.1 Desktop Publishing.

(A) Customer may use Typekit Sync Fonts that have been synchronized to Customer's Computer to design and develop Customer Documents and Customer may embed and distribute Typekit Sync Fonts within Customer's Documents so that when others view, print or interact with Customer's Documents they will see Customer's content displayed (and can edit portions of Customer's Documents like inputting text into form fields, if applicable) with Typekit Sync Fonts as Customer intended; and

(B) Customer may only embed those characters (i.e. subset) of Typekit Sync Fonts that are necessary to display, print and view (or edit, if applicable) the Customer Document.

#### 21.2 Obligations, Limitations, Restrictions and Prohibited Uses of the Distributed Code.

(A) **Continuing access to the Distributed Code.** On-going access to the Distributed Code may require a recurring Internet connection to provision, activate, or synchronize the Distributed Code, or to authorize, renew or validate Customer's access to the Distributed Code. In some cases, Typekit Font that Customer designs into certain published documents or published websites (collectively "Published Media") will be viewable by Customer and by third parties that access or view the Published Media only for as long as Customer maintains an uninterrupted subscription plan (including payment of all subscription plan fees, if applicable).

(B) **Prohibited Uses of the Distributed Code.** Customer is expressly prohibited from:

(1) Hosting the Distributed Code on Customer's own server or other self-hosting option or service other than a Typekit-provided self-hosting environment;

(2) Allowing external output of the Distributed Code from within Customer's Published Media, or distributing any portion of the Distributed Code on a standalone basis or in any way that would allow another person to use the Distributed Code to author new content outside of Customer's Published Media;

- (3) Adding any functionality to, or otherwise changing, altering, adapting, translating, converting, modifying, creating, or making or having made any derivative works of any portion of the Distributed Code; and
- (4) Attempting 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 attempting to access or use the Distributed Code other than by subscribing directly to the On-demand Services using the means Adobe provides for such purposes.

The prohibited uses above may not apply to certain components included with the Distributed Code that are under an open source license.

**22. Website Publishing.** Customer may only use Typekit Web to design and develop the Customer Site and to encode a link to selected Typekit Web within the Customer Site design so that visitors to the Customer Site will see the content displayed with Typekit Web as intended.

**23. Use Restrictions.**

- 23.1 If Customer is an Agency, Adobe grants a limited right to Customer to use Typekit Web only in connection with services Customer provides as an Agency to its clients.
- 23.2 Customer may not use any portion of the Distributed Code in a Reseller Platform without express prior written permission from Adobe.

**24. Definitions.**

- 24.1 **"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 may include creating or maintaining Customer Content.
- 24.2 **"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.
- 24.3 **"Customer Site"** as used in this PSLT means websites, webpages or webpage content that Customer designs, develops, or creates and that are published and integrate, access, and publicly display Typekit Fonts.
- 24.4 **"Distributed Code"** as used in this PSLT means the software files containing Typekit Fonts and any script or code provided by Adobe to enable Customer to receive the On-demand Services.
- 24.5 **"Reseller Platform"** means 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.)
- 24.6 **"Typekit Sync Fonts"** means those Typekit Fonts designated as desktop fonts made available for syncing to Customer's Computer use solely for desktop publishing purposes (i.e., for creating Customer Documents).
- 24.7 **"Typekit Fonts"** means the fonts licensed by Adobe to Customer made available from the On-Demand Services comprising the Adobe Typekit Desktop and Typekit Web.
- 24.8 **"Typekit Web"** means those Typekit Fonts that facilitate Customer's access and use of the Distributed Code for creating a CustomerSite.

**PRODUCT SPECIFIC LICENSING TERMS FOR ADOBE SPARK**

**25. Uploading and Publishing Customer Content.** All text, font, images, videos, icons, audio and any other media submitted or uploaded by Customer or on Customer's behalf to Adobe Spark is Customer Content.

**26. Customer Font.** For any font or font file Customer uploads or submits to the On-demand Services ("Customer Font"), Customer (A) retains rights to the unmodified Customer Fonts but agrees that Adobe owns any modifications to the Customer Font made by Adobe or on Adobe's behalf to adapt the Customer Font for use in projects Customer creates through the On-demand Service, and that Customer has no rights to such modifications; and (B) acknowledges that if Adobe is informed by a foundry that Customer does not have sufficient rights to a Customer Font, Adobe will take down that Customer Font from Customer's account and from the Customer Content that uses that Customer Font.