

PSLT - Adobe Font Folio (2017v1)

- 1. For the purpose of this Font Folio PSLT, "On-premise Software" means the Adobe or third party fonts, Documentation, and any modified versions and copies of, and upgrades, updates and additions to, such information, provided to Customer by Adobe at any time, to the extent not provided under a separate agreement.
- **2. License.** Customer may install the On-premise Software on no more than 20 Computers (the "Permitted Number") unless otherwise indicated under a valid license (e.g., volume license) granted by Adobe.
- 3. As permitted in a separate purchasing document or Documentation and subject to license restrictions stated in this Agreement, Customer may install the On-premise Software on a server only for the purpose of allowing an individual from a Computer within the same Internal Network ("Network User") to access and use the On-premise Software. The Network User who has access to such On-premise Software on the server is referred to as "Server Software User". The total number of Server Software Users (not the concurrent number of users) may not exceed the Permitted Number. By way of example, if Customer has purchased 10 licenses of On-premise Software (Permitted Number is 10) and Customer elects to install the On-premise Software on a server, then Customer can only allow up to 10 Server Software Users the access to the On-premise Software (even though Customer may have more than 10 Network Users or fewer than 10 concurrent users of the On-premise Software).
- 4. For clarification and without limitation, the foregoing does not permit Customer to install or access (either directly or through commands, data, or instructions) the On-premise Software: (A) from or to a Computer not part of Customer's Internal Network; (B) for enabling web hosted workgroups or web hosted services available to the public; (C) by any individual or entity to use, download, copy, or otherwise benefit from the functionality of the On-Premise Software unless licensed to do so by Adobe; (D) as a component of a system, workflow or service accessible by more than the Permitted Number of users; or (E) for operations not initiated by an individual user (e.g., automated server processing).
- 5. Customer may output the font software to any output device(s) connected to permitted Computer(s).
- **6.** Customer may download the On-premise Software to the memory (hard disk or RAM) of one output device connected to at least two (2) of such Computers for the purpose of having the On-premise Software remain resident in such output device, and on one additional such output device for every multiple of twenty (20) represented by the Permitted Number of Computers.
- 7. Customer may take a copy of the On-premise Software Customer used for a particular file to a commercial printer or other service bureau, and such service bureau may use the On-premise Software to process Customer's file, provided such service bureau separately has a valid license to use that particular On-premise Software.
- 8. Customer may convert and install the On-premise Software into another format for use in other environments, subject to the following conditions: (A) A computer on which the converted On-premise Software is used or installed will be considered as one of Customer's Permitted Number of Computers; (B) Such converted On-Premise Software is used by Customer in accordance with the terms and conditions of this Agreement; and (C) Such converted On-premise Software may be used only for Customer's own customary internal business or personal use and may not be distributed or transferred for any purpose.
- 9. Customer may embed copies of the On-premise Software into Customer's electronic documents for the purpose of printing and viewing the document. If such embedded On-premise Software is identified as "licensed for editable embedding" on Adobe's website at http://www.adobe.com/products/type/font-licensing/additional-license-rights.html, Customer may also embed copies of that On-premise Software for the additional purpose of editing Customer's electronic documents. No other embedding rights are implied or permitted under this license.

- 10. If the On-premise Software is identified as "licensed for modification" on Adobe's website at: http://www.adobe.com/products/type/font-licensing/additional-license-rights.html, Customer may also modify the On-premise Software provided that such modified On-premise Software is used only for Customer's own customary internal business or personal use and may not be distributed or transferred for any purpose.
- **11.** On-premise Software listed on the website as non-modifiable may be converted in accordance with Section 6 above but may not be otherwise modified in any way.
- 12. Upon installing an upgrade or update, Customer may simultaneously install the previous version of the On-premise Software to assist Customer in the transition to the upgrade or update only for a reasonable period of time (not to exceed 180 days), after which period, Customer must uninstall and cease using the previous version. Except for this limited right to simultaneous installation and use, this right does not otherwise constitute an increase in the scope of use granted to Customer under this Agreement.
- **13. 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.