

1. **OnPremise Definitions**

- 1.1. **Computer:** means a virtual or physical device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions, consistent with the configuration recommendations in the Documentation, including desktop computers, laptops, tablets, mobile devices, telecommunication devices, Internet-connected devices, and hardware products capable of operating a wide variety of productivity, entertainment, or other software applications.
- 1.2. **Documentation:** means the technical user manual describing the features and functionalities of the OnPremise Software, as provided by Adobe or available in PDF format in such software or via adobe.com, or if the OnPremise Software does not have a technical user manual, Documentation means the description of the software in the Product Description and Metrics.
- 1.3. **Disaster Recovery Environment:** means Customer’s technical environment designed solely to allow Customer to respond to an interruption in service due to an event beyond Customer’s control that creates an inability on Customer’s part to provide critical business functions for a material period of time.

2. **OnPremise Software Licence.**

- 2.1. **Licence Grant.** Subject to Customer’s compliance with the terms of this Agreement, Adobe grants to Customer a non-exclusive licence to install and use the OnPremise Software on Computers for internal business purposes during the Licence Term in accordance with this Agreement (including any PDM and for the platforms, configurations, and quantities set out in the Sales Order) and any Documentation. For clarity, this licence does not grant to Customer any software components, modules or other software that may be included in Adobe’s delivery of the OnPremise Software that are not identified in the Sales Order or purchased by the Customer.
- 2.2. **Termination or expiry.** Upon termination or expiry of the Licence Term: (i) Customer acknowledges that some or all of the OnPremise Software may cease to operate without prior notice; and (ii) Customer must cease to use the OnPremise Software, uninstall all copies of the OnPremise Software from all Computers on which it resides, and destroy or return to Adobe any media containing the OnPremise Software or related material.
- 2.3. **Archival and Disaster Recovery.** Customer may make and install a reasonable number of copies of the OnPremise Software for archival purposes and use such copies solely in the event that the primary copy has failed or is destroyed. Customer may also install copies of the OnPremise Software in a Disaster Recovery Environment, on a cold backup basis, for use solely in disaster recovery and not for production, development, evaluation or testing purposes other than to ensure that the OnPremise Software is capable of replacing the primary usage of the OnPremise Software in case of a disaster.
- 2.4. **Outsourcing.** Customer may sub-licence the licence granted to Customer under clause 2.1 to Customer’s third party contractor for the sole purpose of such contractor operating the OnPremise Software on Customer’s behalf in accordance with this Agreement, provided that: (a) Customer provides Adobe with prior written notice of the sub-licence; (b) Customer must ensure that any such contractor agrees to comply with and does comply with the terms of this Agreement on the same basis as the terms apply to Customer; (c) such use by the contractor is only in relation to Customer’s direct beneficial business purposes; (d) such use does not increase the scope or number of licences provided under this Agreement in respect of the OnPremise Software; and (e) Customer remains liable for any acts or omissions of the contractor.
- 2.5. **No Unbundling.** The OnPremise Software may: (i) include various applications and components that may allow access to content and various services that are hosted on websites maintained by Adobe or its Related Entities (“**Adobe Online Services**”); (ii) support multiple platforms and languages; and (iii) be provided to Customer on multiple media or in multiple copies. Nonetheless, the OnPremise Software is designed and provided to Customer as a single product to be used as a single product on Computers only as permitted under this Agreement. Customer may not unbundle any component parts of the Software for use on multiple Computers.
- 2.6. **Prohibited Use.** Except as expressly permitted under this Agreement, Customer must not: (i) use the OnPremise Software on behalf of any third parties; (ii) rent, lease or grant any rights in the OnPremise



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Software including rights on a membership or subscription basis; or (iii) use or permit the use of the OnPremise Software in a computer service business, third party outsourcing facility or service, service bureau arrangement, time sharing basis, or as part of a hosted service.

- 3. Update Requirements.** If the OnPremise Software is an upgrade or update to a previous version of the OnPremise Software, Customer must possess a valid licence to such previous version in order to use such upgrade or update. All upgrades and updates are provided to Customer subject to the terms of this Agreement on a licence exchange basis, such that Customer agrees, as a condition of receiving the upgrade or update, to terminate its right to use any previous version of the OnPremise Software, except that Customer may maintain installations of previous versions on its Computers for a reasonable period of time (but not exceeding 180 days) after Customer obtains the upgrade or update to assist Customer in the transition to the upgrade or update, to the extent Customer's right to such simultaneous installations does not constitute an increase in scope of use granted to Customer under this Agreement.
- 4. OnPremise Software Limited Warranty; Remedies**

 - 4.1. Warranty.** Adobe warrants to Customer that the OnPremise Software will perform substantially in accordance with the Documentation for the 90 day period following delivery of the OnPremise Software, to the extent the OnPremise Software constitutes Indemnified Technology and provided that any warranty claims made by Customer under this clause are made to the Adobe Customer Support Department within such 90 day period (along with proof of purchase). Customer may be required to return the OnPremise Software to the address provided to Customer at the time, in which case such return will be at Customer's own cost. Customer's sole and exclusive remedy under or in connection with this warranty will be limited to, at Adobe's option, replacement of the OnPremise Software or refund of any Fee Customer paid for the relevant OnPremise Software.
 - 4.2. Australian consumer law.** If sold to an Australian consumer, Adobe's goods come with guarantees that cannot be excluded under the Australian consumer law. Customer is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. Customer is also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. In order to make a warranty claim under clause 4.1 above, please call the Adobe Customer Support Department at 1800 614 863.
 - 4.3. Sample Application Code.** Customer may modify the source code form of those portions of the OnPremise Software that are expressly identified as sample code, sample application code, code snippets, ActionScript class files, or sample components in the accompanying Documentation (each "Sample Application Code") solely for the purposes of designing, developing, and testing websites and applications developed using Adobe software; provided that Customer is permitted to copy and distribute the Sample Application Code (modified or unmodified) only if: (a) Customer distributes only the compiled object code versions of the Sample Application Code with its application; (b) Customer does not include or use the Sample Application Code in connection with any product or application designed for website development; and (c) Customer does not use the Adobe name, logos, icons, or other Adobe trademarks to market its application. Customer agrees to indemnify Adobe from and against any Loss, including legal expenses, that arise or result from the use or distribution of its application.
- 5. Compliance.** Adobe may, at its expense, and no more than once every 12 months, itself or through an independent third party, verify that Customer's use of the OnPremise Software (including the deployments or installations of the OnPremise Software by Customer) complies with the terms of this Agreement. Such verification will require Customer to provide raw data from a software asset management tool of all OnPremise Software installed or deployed by or at the direction of Customer, including installation or deployment on Customer's own servers or on servers provided by third parties, and all valid purchase documentation for all OnPremise Software. Such verification may include an onsite audit conducted at Customer's relevant premise upon 7 business days' prior notice, during business hours, and Adobe will use its reasonable endeavours to minimise interference with Customer's business activities during such audit. If such verification shows that Customer is using a greater volume of the OnPremise Software than the scope of the licence under this Agreement, or is deploying or using the OnPremise Software in any way not permitted under this Agreement and which would require Customer to pay additional fees to Adobe,



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Customer must pay the applicable fees within 30 days of invoice date, such fees being the licence fees and related maintenance and support fees as per Adobe's then-current, country-specific, list price. If such fees are more than 5% of the value of the Fees paid or payable under this Agreement, then in addition to such fees, Customer must pay Adobe's reasonable costs of conducting the verification.