PSLT – Adobe ColdFusion (2022v2)

1. **License Terms.**

Enterprise License Deployment. Adobe grants Customer the right to run on a single Computer for each valid license of Production Software that Customer has obtained, as long as the number of Cores in such single Computer is less than or equal to eight (8), unless a different metric for a singular Core is agreed in Sales Order.

2. **Development License**.: This section applies only if Customer has obtained one or more separate Production Software licenses and for each Enterprise License of the On-premise Software, Customer may install and use the On-premise Software as Development Software. This section will not apply to Customer licensing Production Software for use with a singular Core. Customer's use of the Development Software shall be governed by terms below:

2.1 Customer may install and use the On-premise Software as Development Software on one Server for each Production Software license purchased by Customer. Customer's use of the Development Software is limited to use in Customer's technical environment strictly for testing, development, and staging purposes, to be used and accessed by Users over the Customer's intranet.

2.2 Customer may not (a) use the Development Software for any application deployment in a live or standby production environment; or (b) use the Development Software to deploy applications that are accessed by end users.

2.3 Customer may install and use the Developer Edition Software on one Computer Customer's use of the Developer Edition Software is limited to use in Customer's technical environment strictly for testing and development purposes and not for staging or live or standby production purposes.

2.4 Customer may not use or access the Developer Edition Software (a) for any application deployment in a live or standby production environment; (b) e from more than two IP addresses at any given time; or (c) to deploy applications that are accessed by end users. **The Developer Edition Software is provided on an "AS-IS" basis without any warranties or obligations to Customer**.

3. **Prohibited Use.** Customer is prohibited from: (a) renting, leasing, lending, or granting other rights in the On-premise Software including rights on a membership or subscription basis; (b) providing use of the On-premise 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; or (c) using any component, library, or other technology included with the On-premise Software other than solely in connection with its use of the On-premise Software.

4. **Third Party Notices for On-premise Software.** 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 Customer for Third Party Materials integrated into the On-premise Software.

5. **Definitions.**

5.1 "**Additional Enterprise Software Component**" means a ColdFusion API Manager which helps manage application programming interface and available with Enterprise Edition of the On-premise Software only.

5.2 "**CPU**" is each distinct central processing unit (physical) within the Computer. Each CPU may contain one or multiple processing Cores.

5.3 "**Core**" means a physical or virtual core on a physical or Virtual Machine and is capable of independently manipulating and operating the On-premise Software. In physical deployment, Core refers to one of smaller processing units of the CPU in a Computer, and in virtual deployment, it refers to the unit of processing power

in a Virtual Machine. A "Virtual Core" is the virtual representation of a single hardware thread in an underlying processing core. The total number of Cores operating the On-premise Software in the Computer may not exceed the licensed quantity, and will be the greater of (a) the exact number of Cores operating the On-premise Software when Customer configures the Computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of Cores that actually operate the On-premise Software is less than the total number of Cores on that Computer; or (b) the sum of all the Cores contained in every CPU on the Computer. The total number of Cores assigned to the Virtual Machine may not exceed the licensed quantity of Cores.

5.4 "**Developer Edition Software**" means On-premise Software licensed for development on a local host of applications that can be accessed from no more than two simultaneous remote IP addresses.

5.5 "**Development Software**" means On-premise Software licensed solely for (a) internal development and testing; and (b) for use on a Staging Server, when Customer is using the On-premise Software with respect to a valid license to the Production Software. In each case the Development Software may only be accessed by Users over the Customer's intranet.

5.6 "**Hypervisor"** means a software, firmware, or hardware device that creates and runs Virtual Machines.

5.7 "**Instance"** means a single installation of ColdFusion deployed through a Hypervisor.

5.8 "**Staging Server**" means a Server used to assemble, test, and review new or newer versions of applications, to deploy such applications over Customer's intranet, and only to be accessed by Users before the applications are moved into live, standby production, or production environments.

5.9 "**Production Software**" means On-premise Software licensed for productive business use. Production Software is licensed for deployment on a Computer with a specified number of Cores.

5.10 "**Server**" means a Computer designed or configured for access by multiple users through a network.

5.11 "**Virtual Machine**" (or "**VM**") means a technical environment that contains the components necessary to operate multiple instances of software installed on a single Computer as if any Instance of such software was separately installed on a separate Computer. VM also means a technical environment operating one or more Instances of the software to deliver hosted services and resources over the internet or an intranet, in which the services and resources can be accessed in a manner that permits such services and resources to be made available "on demand", scaling up or down, to the processing needs of the user over time.