1. DEFINITIONS

1.1   "**Disaster Recovery Environment**" means Customer's technical environment designed solely to allow Customer to respond to an interruption in service that is due to an event beyond Customer's control, where Customer cannot provide critical business functions for a material period of time.

1.2   "**Intranet**" means a private, proprietary computer network accessible only by employees and authorized individual contractors of Customer. Intranet does not include portions of the Internet, network communities open to suppliers, vendors, or service providers, or network communities open to the public (such as membership or subscription-driven groups, associations, and similar organizations).

2. LICENSE AND RESTRICTIONS

2.1   **License Grant**

(A)   Subject to the terms of this Agreement, Adobe grants Customer, during the License Term, a non-exclusive and non-transferable license to:

(1)   install and use the On-premise Software on Computers for its internal operations, for the platforms and quantities set out in the Sales Order, and in accordance with this Agreement (including any PDM); and

(2)   use, copy, and distribute internally the Documentation in accordance with this Agreement, as reasonably required for lawful use of the On-premise Software. Any permitted copies of the Documentation must contain the same copyright and other proprietary notices that appear in the original Documentation.

(B)   The license in section 2.1(A) does not grant Customer a license to any software components, modules, or other software that may be delivered with the On-premise Software, but are not licensed to Customer and identified in the Sales Order.

2.2   **Termination or Expiration.** Upon termination of a license or this Agreement, or upon expiration of the License Term, Customer must cease to use the On-premise Software, uninstall all copies of the On-premise Software from all Computers, and destroy any media containing the On-premise Software. Some or all of the On-premise Software may cease to operate without prior notice upon expiration or termination of the License Term.

2.3   **Archival and Disaster Recovery.** Customer may make a reasonable number of copies of the On-premise Software for archival purposes and install and use the copies only when the primary copy has failed or is destroyed. Customer may also install copies of the On-premise 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. For purposes of the prior sentence, cold backup basis means that the backup copies are completely disconnected from any use environment and not receiving automatic data updates, and those backup copies require a manual activation process to pick up the use environment load during the failure of the primary copies.

2.4   **No Unbundling.** The On-premise Software is designed and provided to Customer for use as a single product. Customer may not unbundle any components for use on multiple Computers.

2.5   **Prohibited Use.** Except as expressly permitted under this Agreement, Customer must not: (A) use the On-premise Software on behalf of any third party; (B) grant any rights in the On-premise Software on a membership or subscription basis; or (C) offer, use or permit the use of the On-premise Software in a computer service business, third-party outsourcing service, on a service bureau basis, on a time-sharing basis, or as part of a hosted service.

3. UPDATE REQUIREMENTS

3.1   If the On-premise Software is an upgrade or update to a previous version of the On-premise Software, Customer must possess a valid license to the previous version to use the upgrade or update. All upgrades and updates are provided to Customer on a license-exchange basis, which means, subject to section 3.2 of

this Exhibit, Customer must, upon installing the upgrade or update, uninstall and cease using the previous version of the On-premise Software. Notwithstanding anything to the contrary in this Agreement, such upgrades and updates constitute On-premise Software, and are subject to the terms of this Agreement and the then-current version of the applicable PDM.

3.2   Upon installing an upgrade or update, Customer may continue to use a simultaneous installation of the previous version of the On-premise Software to assist Customer in the transition to the upgrade or update for a reasonable period of time (not to exceed 180 days), after which 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.

4. **LIMITED WARRANTY; REMEDIES**

4.1   **Warranty.** Adobe warrants to Customer that the On-premise Software will perform substantially in accordance with the Documentation for 90 days following the delivery of the On-premise Software. This limited warranty only applies to On-premise Software that consists of Indemnified Technology. Customer must make these warranty claims to Adobe within this 90-day period. To the extent permitted by law, Customer's sole and exclusive remedy and Adobe's sole liability under or in connection with this warranty will be limited, at Adobe's option, to (A) replacement of the On-premise Software; or (B) refund of the fees Customer paid for the On-premise Software.