



ADOBE PDM – Adobe ColdFusion Application (2014v3)

The Products described in this PDM are governed by the terms of the General Terms, the Exhibit for On-premise Software, this PDM, and the applicable Sales Order. As used in this PDM, the On-premise Software means Adobe ColdFusion, enables developers to rapidly build Java™ EE–based enterprise-ready web applications by extrapolating complex tasks into fewer lines of code.

1. Additional Definitions

- 1.1 **“Authorized Users”** means employees or individual contractors (e.g., temporary employees) of Customer.
- 1.2 **“CPU”** is each distinct central processing unit (physical) within the Computer, capable of independently manipulating and operating the Software. Each CPU may contain one or multiple processing cores. The total number of cores operating the Software in the Computer may not exceed the licensed quantity, and will be the greater of (a) the exact number of cores operating the Software in the case when Customer configures the Computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPU cores that actually operate the Software is less than the total number of cores on that Computer; or (b) the sum of all the cores contained in every pCPU on the Computer. The total number of CPUs in a Computer will then be calculated by dividing the total number of cores operating the Software by 4, rounded up to the next whole number in case the quotient of the division by 4 is not an integer. For example, if the total number of cores operating the Software is 12, then the total number of CPUs equals 3; if the total number of cores operating the Software is 14, then the total number of CPUs equals 4.
- 1.3 **“pCPU”** (or **“Physical CPU”**) means one physical central processing unit of a Computer. A pCPU contains one or more processing cores.
- 1.4 **“Production Software”** means a version of the On-premise Software licensed by Adobe for production use and not for use as Development and/or Evaluation Software. Production Software is licensed on a 2-CPU basis on a physical deployment and based on the number of vCore/vCPU on a Virtual Machine deployment pursuant to section 2 below.
- 1.5 **“Server”** means a Computer designed or configured for access by multiple users through a network.
- 1.6 **“vCPU”** (or **“Virtual CPU”**); **“vCore”** (or **“Virtual Core”**). Virtual Core/Virtual Central Processing Unit (vCore/vCPU): It is the unit of processing power in a Virtual Machine. A vCore/vCPU is the virtual representation of one or more hardware threads in underlying processing core. For licensing purposes, the number of vCores/vCPUs is calculated such that each virtual core/virtual CPU maps to single hardware thread in the underlying processing core.
- 1.7 **“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 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.

2. Additional License Terms

- 2.1 Adobe grants Customer a license to install and use the Production Software on a per-CPU basis as provided herein or in a separate writing. For each Computer on which Production Software is installed, the minimum number of Production Software licenses that are required may not be less than the total

number of CPUs on the Computer. For example if a Computer has four (4) CPUs and the Production Software license is for two (2) CPUs, Customer must obtain 2 Production Software licenses for such Computer.

2.2 Virtual Machine License.

(A) Virtual Machine License based on pCPU/vCPU/vCore.

- (1) Enterprise License for multiple VM. If Customer has obtained a Production Software license to the enterprise version of the On-premise Software, Adobe grants Customer the right to run an unlimited number of VM instances of the On-premise Software, as long as Customer has obtained a valid license, pursuant to Section 2.1, for all the pCPUs of the underlying Computer(s) operating the VMs.
- (2) Enterprise License for Single VM. If Customer has obtained a Production Software licenses to the enterprise version of the On-premise Software, Adobe grants Customer the right to run a single VM instance for each valid license of Production Software that Customer has obtained of the On-premise Software, as long as the number of vCore/vCPU assigned to such VM is less than or equal to eight (8) and Customer has obtained a valid license. For clarity, each Production Software License can run on a maximum of a single VM instance, provided that the number of vCore/vCPU assigned to such VM is less than or equal to eight (8). For example, if Customer has a ten (10) vCore/vCPU in a single VM instance, Customer would need two (2) Production Software licenses.
- (3) Standard License. If Customer has obtained a Production Software license to the standard version of the On-premise Software, Adobe grants Customer the right to run a single VM instance for each valid license of Production Software that Customer has obtained, as long as the number of vCore/vCPU assigned to such VM is less than or equal to two (2) and Customer has obtained a valid license. For clarity, each Production Software License can run on a maximum of one VM instance, provided that the number of vCore/vCPU assigned to such VM is less than or equal to two. For example, if Customer has a 5 vCore/vCPU in a single VM instance, Customer would need three (3) Production Software licenses.

(B) Virtual Machine License based on processing power.

- (1) Enterprise License. If Customer has obtained a Production Software license of the enterprise version of the On-premise Software, Adobe grants Customer the right to operate the On-premise Software on a single VM instance as long as the processing power of such VM instances measured in Gigahertz (GHz) is equal to 16 Gigahertz (GHz) or less. For Clarity, the minimum number of Production Software licenses that are required to be obtained by Customer to run on single VM Instance, is equal to the processing power of such VM instances measured in Gigahertz (GHz) divided by 16 and rounded to the next integer in case the division by 16 is a non-integer.
- (2) Standard License. If Customer has obtained the Production Software licenses to the standard version of the On-premise Software, Adobe grants Customer the right to operate the On-premise Software on a single VM instance as long as the processing power of such VM instances measured in Gigahertz (GHz) is equal to 5 Gigahertz (GHz) or less. Each Production Software License can run on a maximum of single VM instance, provided that instance is less than or equal to 5 GHZ in processing power. For example, if Customer has a VM instance of 7 GHz, Customer cannot use a single Production Software license. Customer could create two (2) VM instances of 4 GHz and 3 GHz which would require two (2) Production Software licenses, one for each VM instance.

2.3 **Development License.** This Section applies only if Customer has obtained one or more separate Production Software licenses.

- (A) For each license of Production Software obtained by the Customer, Adobe grants Customer a license to install and use the On-premise Software as Development Software on one Server. Customer must separately obtain the right to install or use the On-premise Software as Development Software on more than one Server. In addition to the other terms contained herein, Customer's license to 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 Authorized Users over the Customer's Intranet.
- (B) Development Software Restrictions. Customer shall not (a) use the Development Software for any application deployment in a live or standby production environment, in each case, including, without limitation, in any environment accessed by application end users including but not limited to servers, workstations, kiosks, or mobile computers; or (b) use the Development Software to deploy applications that are accessed by end users. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE DEVELOPMENT SOFTWARE IS PROVIDED TO CUSTOMER BY ADOBE ON AN AS IS BASIS, AND ADOBE DISCLAIMS ALL WARRANTY OR LIABILITY OBLIGATIONS TO CUSTOMER OF ANY KIND.
- (C) Developer Edition Software. Adobe grants Customer a license to install and use the Developer Edition Software on one Computer workstation. Customer must separately obtain the right to install or use the On-premise Software as Developer Edition Software on more than one workstation. In addition to the other terms contained herein, Customer's license to 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.
- (D) Developer Edition Software Restrictions. Customer shall not (a) use the Developer Edition Software for any application deployment in a live or standby production environment, in each case, including, without limitation, in any environment accessed by application end-users including but not limited to servers, workstations, kiosks, or mobile computers; (b) access the Developer Edition Software from more than two IP addresses at any given time; or (c) use the Developer Edition Software to deploy applications that are accessed by end users. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE DEVELOPER EDITION SOFTWARE IS PROVIDED TO CUSTOMER BY ADOBE ON AN AS IS BASIS, AND ADOBE DISCLAIMS ALL WARRANTY OR LIABILITY OBLIGATIONS TO CUSTOMER OF ANY KIND.

3. Additional Restrictions

- 3.1 **Use in Compliance with the Law.** As between Customer and Adobe, Customer assumes all risks and is solely responsible for any and all liability resulting from Customer's use of the On-premise Software in a way that violates (or that produces content that violates) any law or the rights of others including, without limitation, laws concerning copyright infringement or privacy.

- 4. **License for Non-Serialized/Not for Sale On-premise Software (such as evaluation or pre-release version).** Customer may (a) install the Not For Resale Software on Computers within Customer's Intranet; and (b) permit only Authorized Users to use the Not For Resale Software (and electronic document, content and other materials generated by or processed with the Not For Resale Software) within Customer's Intranet for the sole purpose of determining whether to purchase a license to the Not For Resale Software and not for any revenue generation, commercial activity, or other productive business purpose. Customer is not permitted to use the Not For Resale Software (including its output) directly or indirectly with any Production Software or Development Software (or the output from such software). Adobe reserves the right to terminate Customer's license to use the Not For Resale Software at any time in its sole discretion. Customer shall return or destroy Customer's copy of the Not For Resale Software upon termination of the agreement for any reason. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE NOT FOR RESALE ON-PREMISE SOFTWARE IS PROVIDED TO CUSTOMER BY ADOBE ON AN AS IS BASIS, AND ADOBE DISCLAIMS ALL WARRANTY OR LIABILITY OBLIGATIONS TO CUSTOMER OF ANY KIND.

- 5. **Educational On-premise Software.** If the On-premise Software accompanying this agreement is Educational Software Product (i.e., Software manufactured and distributed for use only by educational end users), Customer is not entitled to use the On-premise Software unless Customer qualifies in its jurisdiction as an educational end user. Please visit http://www.adobe.com/go/edu_purchasing to learn if Customer qualifies. To find an Adobe authorized

academic reseller in Customer's area, please visit <http://www.adobe.com/go/store> and look for the link for Buying Adobe Products Worldwide.

- 6. Third-Party On-premise Software Notices.** In order to accommodate public demand for On-premise Software that is interoperable with other products and platforms, Adobe, like other commercial publishers, has designed its products to comply with public standards, and has incorporated code created and licensed by third parties, into its products. The creators of these public standards and publicly available code, as well as other third party licensors, require that certain notices and terms and conditions be passed through to the end users of the On-premise Software. Such required third party On-premise Software notices and/or additional terms and conditions are located at www.adobe.com/products/eula/third_party/index.html and are made a part of and incorporated by reference into this Agreement. Customer acknowledges and agrees that Adobe and Adobe's licensors are third-party beneficiaries of this Agreement, with the right to enforce the obligations set forth herein for the respective technology. The inclusion of these third-party notices does not limit Adobe's obligations to the Customer.