Adobe PDM - Adobe® Connect™ – On-premise (2015v1.1)

The Products described in this PDM are On-premise Software and are governed by the terms of the General Terms, the Exhibit for On-premise Software, this PDM, and the applicable Sales Order.

PRODUCT SPECIFIC LICENSING TERMS

1. **Adobe Connect Meetings.**

   1.1   Under the per-Named Host license metric, Customer may create an unlimited number of Meeting rooms; however, each Named Host can only use one Meeting room at any one time, and Meeting rooms may not be accessed by Meeting Attendees unless a Named Host is present. A Named Host must be an individual, not a group or generic login, and a Named Host license cannot be shared between more than one individual. A Named Host license may be reassigned from one individual to another only if the employment or independent contractor relationship of a licensed individual terminates, or if the individual's employment duties and role have changed significantly; else written permission from Adobe is required.

   1.2   Under the per-Concurrent User license metric, Customer may create an unlimited number of Meeting rooms and run several active Meetings simultaneously, but the number of Meeting Attendees across all of those active Meetings may not exceed the number of Concurrent Users licensed.

2. **Adobe Connect Learning.**

   2.1   Under the per-Named Virtual Classroom Manager license metric, Customer may create an unlimited number of Meeting rooms in which attendance and course results for Meeting Attendees may be tracked; however, each Named Virtual Classroom Manager can only use one Meeting room at any one time, and Meeting rooms may not be accessed by Meeting Attendees unless a Named Virtual Classroom Manager is present. A Named Virtual Classroom Manager must be an individual, not a group or generic login, and a Named Virtual Classroom Manager license cannot be shared between more than one individual. A Named Virtual Classroom Manager license may be reassigned from one individual to another only if the employment or independent contractor relationship of a licensed individual terminates, or if the individual's employment duties and role have changed significantly; else written permission from Adobe is required.

   2.2   Under the per-Concurrent Learner license metric, Customer may permit individuals to access training curricular or courses. The number of individuals accessing trainings concurrently may not exceed the number of Concurrent Learners licensed by Customer.

3. **Adobe Connect Webinars.**

   3.1   Under the per-Named Webinar Manager license metric, Customer may create an unlimted number of Meeting rooms; however, each Named Webinar Manager can only use one Meeting room at any one time, and Meeting rooms may not be accessed by Meeting Attendees unless a Named Webinar Manager is present. A Named Webinar Manager, and must be an individual, not a group or generic login, and a Named Webinar Manager license cannot be shared between more than one individual. A Named Webinar Manager license may be reassigned from one individual to another only if the employment or independent contractor relationship of a licensed individual terminates, or if the individual's employment duties and role have changed significantly; else written permission from Adobe is required.

   3.2   Under the per-Shared Webinar Room license metric, Customer may create an unlimited number of Meeting Rooms and an unlimited number of Webinar Admins may administer such Meeting Rooms, but only one Meeting can take place at any given time for each Shared Webinar Room license purchased. A Webinar Host must be present in the room for the room to be accessed.

4. **License to Client Plug-Ins.** Client Plug-ins may be used solely in conjunction with the Server Components. In addition to the license grant provided in the On-premise Exhibit, Customer may reproduce and distribute to Users

the Client Plug-Ins solely in conjunction with such Users' interaction with the functionality of the Server Components as operated by Customer.

5. **License to APIs.** Customer may use the APIs solely in conjunction with the Server Components and Client Plug-Ins, and solely for Customer's internal purposes.

6. **License for Development Use.** Subject to the terms and conditions of this Agreement, Adobe grants to Customer a non-exclusive license for Customer to make and use a number of copies of the On-premise Software that corresponds on a one-to-one basis to the number of Production Software licenses purchased by Customer, if any, for use solely as Development Software

7. **Product Limitations and Use Restrictions.** Customer may use Adobe Experience Manager (AEM) software delivered hereunder solely for the purpose of supporting Adobe Connect Webinars. Additionally, Customer is prohibited from using the On-premise Software for malicious injection of dial tone multi-frequency ("**DTMF**") commands.

8. **Recording of Content and Usage Data.** It is Customer's sole responsibility to obtain applicable consent for recording or collecting usage data from Users.

9. **Video Conferencing.** The On-premise Software may enable Customer to connect the On-premise Software to Customer's audio or video conferencing infrastructure. CUSTOMER'S CONNECTION OF THE ON-PREMISE SOFTWARE TO CUSTOMER'S AUDIO OR VIDEO CONFERENCING INFRASTRUCTURE IS AT CUSTOMER'S OWN RISK.

10. **Adobe Connect On-premise Not For Resale Software.** This section applies only if Customer has obtained a valid license to Not For Resale Software, as indicated by the Not For Resale Software when first executed or by a License Metric.

   10.1   **License.** Subject to the terms and conditions of this Agreement and any relevant License Metrics, Adobe grants Customer a non-exclusive license to install and use the Not For Resale Software solely for Customer to demonstrate and conduct training sessions regarding the features and functionality of the Not For Resale Software to third parties.

   10.2   **Notices.** Customer acknowledges that the Not For Resale Software is subject to change or termination by Adobe at any time, without notice. THE NOT FOR RESALE SOFTWARE IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS, AND ADOBE DISCLAIMS ANY WARRANTY OR LIABILITY OBLIGATIONS TO LICENSEE OF ANY KIND.

11. **Third Party Software Notices**. In order to accommodate public demand for software that is interoperable with other products and platforms, Adobe, like other commercial software 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 software. Such required third party software notices and/or additional terms and conditions are located at www.adobe.com/products/eula/third_party/index.html (or a successor website thereto) and are made a part of and incorporated by reference into this Agreement.

PRODUCT SPECIFICATIONS

Adobe Connect – On-premise Software Description

Adobe Connect On-premise Software is a software solution that is hosted behind Customer's firewall, is integrated with Customer's IT infrastructure and enables Customer to engage in online collaboration. Customers of Adobe Connect On-premise Software must license Adobe Connect Server plus one or more of the other modules:

12. **Adobe Connect Server**

   12.1   **License Metrics.** Adobe Connect Server is licensed on a per-server basis.

   12.2   **Description.** Adobe Connect Server supports Adobe Connect Meeting, Adobe Connect Training, and Adobe Connect Events. It also enables a certain number of Users (as set forth in the Sales Order) to store content within the Server Components.

13. **Adobe Connect Edge Server**

   13.1   **License Metrics.** Adobe Connect Edge Server is licensed on a per-server basis with a maximum capacity of 500 ports per server.

13.2 **Description.** Adobe Connect Edge Server is an Adobe Connect Server enabling enhanced performance, control, and security for a Customer's Adobe Connect On-premise Software deployment.

14. Adobe Connect Meeting

14.1 **License Metrics.** Adobe Connect Meeting is licensed per- Named Host or per-Concurrent User.

14.2 **Description.** Adobe Connect Meeting enables online Meetings and Seminar Rooms that Users can access via a web browser with the Adobe Flash Player. It provides support for sharing rich content, including streaming audio, video and software simulations, and it enables multi-person video conferences.

15. Adobe Connect Learning

15.1 **License Metrics.** Adobe Connect Learning is licensed per-Named Virtual Classroom Manager or per-Concurrent Learner.

15.2 **Description.** Adobe Connect Training provides course and curriculum management capabilities. This includes the capability to track User completion and course results using a dashboard or view reports for individual learners.

16. Adobe Connect Webinars

16.1 **License Metrics.** Adobe Connect Webinars is licensed per-Named Webinar Manager or per-Shared Webinar Room.

16.2 **Description.** Adobe Connect Webinar enables large Meetings, one session at a time per license, which Meeting Attendees can access via a web browser with the Adobe Flash Player. Adobe Connect Webinars includes event management capabilities such as registration, notifications, automatic email reminders and detailed reports on attendee demographics, registrations, attendance, and answers to both registration questions and in-session polls.

Additional Definitions.

17.1 "**APIs**" means those application programming interfaces in object code form provided to Customer by Adobe under this Agreement, and any modified versions and copies of, and upgrades, updates and additions to such application programming interfaces, provided to Customer by Adobe at any time, to the extent not provided under a separate agreement.

17.2 "**Client Plug-Ins**" means those plug-ins in object code form provided to Customer by Adobe under this Agreement, including the Adobe Connect Add-in and Adobe Flash Paper, and any modified versions and copies of, and upgrades, updates and additions to such plug-ins, provided to Customer by Adobe at any time, to the extent not provided under a separate agreement.

17.3 "**Concurrent Learner**" means an individual learner that Customer licenses on a concurrent basis that may access training curriculum or courses.

17.4 "**Concurrent User**" means an individual licensed on a concurrent basis that may attend or host an Adobe Connect meeting.

17.5 "**Meeting**" means an Adobe Connect meeting, seminar/webinar or virtual classroom, as applicable.

17.6 **"Meeting Attendees"** means individuals who attend a Meeting or telephone conference enabled by the Managed Service, and is a type of Managed Services User.

17.7 "**Named Host**" means an individual that has the ability to host a Meeting with up to the number of seats purchased for Meeting Attendees, and is a type of Managed Services User.

17.8 **"Named Virtual Classroom Manager"** means an individual that has the ability to host a Meeting in a Virtual Classroom, track user completion and course results for Meeting Attendees in Virtual Classrooms, and manage advanced registration, branded event pages, and email options. A Named Virtual Classroom Manager is a type of On-demand User.

17.9 **"Named Webinar Manager"** means an individual that has the ability to host a Meeting with Meeting Attendees up to the number of seats purchased, as well as manage advanced registration, branded event pages, email options, and reporting. A Named Webinar Manager is a type of Managed Services User.

17.10 "**On-premise Software**" means, collectively, the APIs, Client Plug-Ins, and Server Components.

17.11   "**Production Software**" means On-premise Software licensed for productive business use.

17.12   "**Shared Webinar Room**" means a Meeting room with a size that is set based on the number of seats purchased under that Shared Webinar Room license.

17.13   "**Server Components**" means the object code version of the validly licensed software program(s), excluding APIs and Client Plug-Ins, provided by Adobe to Customer under this Agreement, and any modified versions and copies of, and upgrades, updates and additions to such software programs, provided to Customer by Adobe at any time, to the extent not provided under a separate agreement.

17.14   "**User**" means a person who interacts with the functionality of the Server Components as operated by Customer.

17.15   "**Virtual Classroom**" means a Meeting room for up to the number of seats purchased for Meeting Attendees.

17.16   "**Webinar Admin**" means an individual employed or otherwise hired by Customer to administer a Shared Webinar Room license on behalf of Customer, and is a type of On-demand User. A Webinar Admin may also be referred to as a Seminar Admin.

17.17   "**Webinar Host**" means an individual employed or otherwise hired by Customer to host a Meeting for a Named Webinar Manager or a Shared Webinar Manager on behalf of Customer, and is a type of On-demand User. A Webinar Host may also be referred to as a Seminar Host. A Webinar Host is not authorized to administer any types of licenses, including but not limited to Named Webinar Manager Licenses or Shared Webinar Manager Licenses.