



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

The Services described in this PDM are On-demand Services and are governed by the terms of the General Terms, the Exhibit for On-demand Services and Managed Services, 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 unlimited 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. Adobe Connect Meetings, Adobe Connect Learning, Adobe Connect Webinars and Adobe Connect Webcast.

- 4.1 **Client Software.** Customer may use the Distributed Code solely in conjunction with the On-demand Service. If Customer has licensed Adobe Presenter in connection with access and use of the On-demand Service, as indicated on the Sales Order, then end user license agreement accompanying such software shall govern its use.
- 4.2 **Customer Content.** Certain features of the On-demand Service enables Customer to specify the level at which such On-demand Service restrict access to Customer Content. Customer is solely responsible for applying the appropriate level of access to Customer Content. For clarity, the mere uploading of Customer Content to the On-demand Services without actual viewing by Adobe personnel, does not constitute disclosure of the Customer Content to Adobe. Customer acknowledges that the On-demand Service is automated and that Adobe will not access any Customer Content, except as reasonably necessary to perform the On-demand Service, such as:
- (A) respond to support requests;
 - (B) detect, prevent, or otherwise address fraud, security, or technical issues; or
 - (C) as expressly permitted under this Agreement.
- 4.3 **Storage.** Customer Content may be stored on Adobe's servers at Customer's request, as necessary for Adobe to provide the On-demand Service. Customer is solely responsible for making and keeping backup copies of Customer Content. Adobe shall use commercially reasonable efforts to block the uploading of Customer Content to the On-demand Service that contains viruses detected by using industry standard virus detection software. Except as provided herein, Adobe has no responsibility or liability for the deletion or accuracy of Customer Content, the failure to store, transmit or receive transmission of Customer Content (whether or not processed by the On-demand Service), or the security, privacy, storage, or transmission of other communications originating with or involving use of the On-demand Service.
5. **License to Documentation.** Customer may make and distribute copies of the Documentation for use by On-demand Users in connection with use of the On-demand Service in accordance with this Agreement, but no more than the amount reasonably necessary. Any permitted copy of the Documentation must contain the same copyright and other proprietary notices that appear in the Documentation.
6. **Use of Online Services.** The On-demand Service may facilitate Customer's access to APIs or other websites maintained by Adobe or its affiliates or third parties offering services (collectively, "**Online Services**"). Use of such Online Services may be subject to additional terms and conditions. EXCEPT AS EXPRESSLY AGREED BY ADOBE OR ITS AFFILIATES OR A THIRD PARTY IN A SEPARATE AGREEMENT, CUSTOMER'S USE OF ONLINE SERVICES IS AT ITS OWN RISK.
7. **Third Party Materials.** Customer acknowledges and agrees that by accessing or using the On-demand Service, Customer may be exposed to materials from third parties that are offensive, indecent, or otherwise objectionable. Customer may report any violations of this Agreement to Adobe customer service.
8. **VOIP.** Customer may not use the On-demand Service where Voice Over IP is prohibited by local laws or regulations.
9. **License Restrictions.** Customer may not: (i) attempt to gain unauthorized access to service, materials, other accounts, computer systems, or networks connected to any Adobe server or to the On-demand Service, through hacking, password mining, or any other means; (ii) obtain or attempt to obtain any materials or information through any means not intentionally made available through the On-demand Service; (iii) engage in any systematic extraction of data or data fields (including email addresses) except as may be reasonably contemplated through the normal use of the On-demand Service; (iv) use the On-demand Service for malicious injection of dial tone multi-frequency commands; or (v) upload, record, publish, link to, or otherwise transmit or distribute Customer Content that would breach Customer's representations and warranties regarding Customer Content as described in Section 11 (Representations and Warranties Regarding Customer Content).
10. **Representations and Warranties Regarding Customer Content.** Customer represents and warrants that: (i) Customer is the owner, licensor, or authorized user of all Customer Content; (ii) Customer will not upload, record, publish, link to, or otherwise transmit or distribute Customer Content that: (a) incites, assists, or otherwise encourages violence or any illegal activities; (b) infringes or violates the intellectual property rights of any third party or Adobe, or any rights of publicity or privacy of any party; (c) is materially false, misleading, or inaccurate; (d) promotes or comprises objectionable or unlawful content or activity; (e) is harmful to minors; (f) contains any viruses or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, Personal Data, or property of another; or (g) violates any law, statute, ordinance or regulation.

11. **Audio Conferencing.** Customer represents and warrants that it has the right to use the particular audio conferencing service Customer uses in conjunction with the On-demand Service.
12. **Limitations.** The On-demand Service is not designed or licensed for use in hazardous environments requiring fail-safe controls. Adobe, its affiliates, suppliers, licensors, and resellers specifically disclaim any express or implied warranty of fitness for such purposes. Further, Adobe is not liable in the event that access to the On-demand Service is slowed or blocked as a result of governmental action.
13. **Investigations.** At any time Adobe becomes aware of any possible violations by Customer of this Agreement, Adobe reserves the right to investigate such violations and, at its sole discretion, terminate immediately Customer's license to the On-demand Service or remove Customer Content, without prior notice to Customer. If Adobe believes that criminal activity has occurred, Adobe reserves the right to refer the matter to, and to cooperate with, any law enforcement authorities. Adobe is entitled, except to the extent prohibited by applicable law, to disclose any information, including Personal Data, about Customer in Adobe's possession in connection with Customer's use of the On-demand Service to law enforcement or other government officials. Adobe will provide Customer with prior notice of any such disclosure where legally permissible.
14. **On-demand Service Termination or Suspension.** Notwithstanding anything else set forth in the Agreement, Adobe may at any time and upon written notice to Customer immediately terminate, suspend or restrict access to the On-demand Service if Adobe determines in its sole judgment that terminating, suspending or restricting access to the On-demand Service is advisable for material security risks, to protect Adobe from liability, or for the continued normal and efficient operation of the On-demand Service. Upon termination of the On-demand Service, Adobe reserves the right to delete any data files associated with Customer Content, Personal Data, or Customer's use of the On-demand Service.
15. **Trial Use of Service.** If Customer has subscribed to the On-demand Service on a trial basis, then Customer's use of the On-demand Service is subject to terms of the Agreement and is limited as provided in the email communication from Adobe, or as provided in web pages describing trial use of the On-demand Service. This trial On-demand Service is subject to change and termination at Adobe's sole discretion.
16. **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.
17. **Privacy.** The following will apply in place of the Privacy section of the Exhibit for On-demand and Managed Services with respect to the On-demand Services in this PDM.
 - 17.1 **Personal Data.** Any Personal Data uploaded or shared by Customer or Meeting Attendees to the On-demand Service for purposes of sharing with Meeting Attendees shall be considered "Customer Content" as described in the Exhibit for On-demand Services, and will not be considered Personal Data. Customer will provide conspicuous notice regarding, and obtain and maintain consent from Participants for, (i) Customer's access, use, or disclosure of Personal Data of Participants; and (ii) Adobe providing the tools for Customer to perform the actions described herein. Customer will comply with all data privacy laws and rules applicable to Personal Data of Participants.
 - 17.2 **Emails to Participants.** Emails related to the On-demand Service are generally sent to Participants by Customer, and not by Adobe. If applicable, Adobe may send emails to Participants in Customer's name as Customer's agent, at Customer's request, and on Customer's behalf. Customer is solely responsible for such emails and contents thereof.
 - 17.3 **Recordings.** THE ON-DEMAND SERVICE MAY ALLOW CUSTOMER TO RECORD MEETINGS AND TO COLLECT AND UTILIZE AN ON-DEMAND USER'S PERSONAL DATA, VOICE, OR LIKENESS. Customer is responsible for ensuring collection of all any required consents and compliance with all any applicable restrictions and laws.

PRODUCT SPECIFICATIONS

Adobe Connect – On-demand Service Description

Adobe Connect – On-demand allows for online collaboration using a Web browser, Adobe Flash, and an internet connection in a multi-tenant environment. Adobe Connect – On-demand may be licensed by Customer under one or more of the following modules:

18. Adobe Connect Meetings

- 18.1 **License Metrics.** Adobe Connect Meeting may be licensed per-Named Host, or per-Concurrent User.
- 18.2 **Description.** Adobe Connect Meeting enables Meetings that Participants 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.

19. Adobe Connect Learning

- 19.1 **License Metrics.** Adobe Connect Learning is licensed per-Named Virtual Classroom Manager or per-Concurrent Learner.
- 19.2 **Description.** Adobe Connect Learning provides live-learner tracking, course and curriculum management capabilities. This includes the capability to track On-demand User completion and course results using a dashboard or view reports for individual learners.

20. Adobe Connect Webinars

- 20.1 **License Metrics.** Adobe Connect Webinars is licensed per-Named Webinar Manager or per-Shared Webinar Room.
- 20.2 **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.

21. Adobe Connect Webcast

- 21.1 **License Metrics.** Adobe Connect Webcast is licensed per-event.
- 21.2 **Description.** Adobe Connect Webcast enables very large Meetings with up to 70,000 Participants, which Participants can access via a web browser with the Adobe Flash Player. Adobe Connect Webcast may also include a team of event professionals as well as registration and reporting.

22. Definitions.

- 22.1 **“Concurrent Learner”** means an individual learner that Customer licenses on a concurrent basis that may access training curriculum or courses, and is a type of On-demand User.
- 22.2 **“Concurrent User”** means an individual licensed on a concurrent basis that may attend or host a Meeting, and is a type of On-demand User.
- 22.3 **“Meeting”** means an Adobe Connect meeting, seminar/webinar, virtual classroom or webcast, as applicable.
- 22.4 **“Meeting Attendees”** means individuals who attend a Meeting or telephone conference enabled by the On-demand Service, and is a type of On-demand User.
- 22.5 **“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 On-demand User.
- 22.6 **“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.

- 22.7 **“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 On-demand User.
- 22.8 **“On-demand Service”** means, with respect to this PDM, the Adobe Connect – On-demand service.
- 22.9 **“Participant”** means a third party, including a Meeting Attendee, who interacts with the On-demand Service as a result of such party’s relationship with (or connection to) Customer, and is a type of On-demand User.
- 22.10 **“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.
- 22.11 **“Virtual Classroom”** means a Meeting room for up to the number of seats purchased for Meeting Attendees.
- 22.12 **“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.
- 22.13 **“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.
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