



1. General Terms.

Capitalized terms not defined in this PDM shall have the same meaning as the terms are defined in the Adobe Master Enterprise Terms (“General Terms”). This PDM is incorporated into and governed by the General Terms.

2. Additional Licenses and Restrictions.

The following licenses and restrictions shall supplement the terms set forth in the OnPremise Exhibit:

- 2.1. **Non-Serialized Software.** The software, or portions of the software, may allow installation and use without input of a serial number during the License Term. If so, Customer may install but not use such non-serialized software on any number of computers as part of an organizational deployment plan during the License Term. Further, Customer may install and use such non-serialized software for demonstration, evaluation, and training purposes only and only if any output files or other materials produced through such use are used only for internal, non-commercial and non-production purposes. THE NON-SERIALIZED SOFTWARE IS PROVIDED AS-IS.” ACCESS TO AND USE OF ANY OUTPUT FILES CREATED WITH SUCH NON-SERIALIZED SOFTWARE IS ENTIRELY AT CUSTOMER’S OWN RISK.
- 2.2. **Subscription Edition.** For the software made available to Customer on a subscription-basis (“Subscription Edition”), Customer may install and use one copy of the Subscription Edition during the License Term only on Customer’s compatible computers in a quantity no greater than stated in a Sales Order. If Adobe does not receive the recurring subscription payment or cannot validate Customer’s license periodically, then Customer’s software may become inactive until Adobe receives the payment or validates Customer’s license. A Subscription Edition may be subject to additional terms and conditions.
- 2.3. **Membership.** This Section applies to Customers who have purchased a membership-based license or service such as the Creative Cloud membership (collectively, “Membership”).
 - 2.3.1. Adobe Online Services Related to the Membership. Subject to Customer’s continuous compliance with this Agreement and payment of the applicable membership fees, if any, Adobe grants Customer a non-exclusive, Territory-wide and limited right to access and use the Software and related Adobe Online Service (as further described in Section 16.4.1) as part of the Membership, subject to the terms stated in this Agreement and the Additional Terms of Use (as the term is defined in the section addressing Adobe Online Services).
 - 2.3.2. Software License Related to the Membership. Subject to Customer’s continuous compliance with this Agreement and payment of the applicable membership fees, if any, Adobe grants Customer a non-exclusive and limited license to install and use the Software: (a) in the Territory, (b) during the period that the Membership is current and active (“Membership Term”) and (c) in a manner consistent with the terms of this Agreement and applicable Documentation. Upon the expiration or termination of the Membership Term, (x) some or all of the Software may cease to operate without prior notice and (y) Customer may not use the Software unless Customer has renewed the membership. All terms related to the specific Software as stated in this Agreement shall remain effective and continue to apply to Customer and its use of such Software.
 - 2.3.3. Restrictions. Customer agrees to the following additional terms and restrictions related to the Membership: (a) Adobe may change the type of Software (such as specific products, components, versions, platforms, languages, etc.) included in the Membership at any time and shall not be liable to Customer whatsoever for such change; (b) Customer may be required to connect to the Internet and log in at any time during the Membership Term; (c) Software may automatically connect to the Internet to verify Customer’s Membership without notice at any time; and (d) Customer may not enable or allow others to use the Software as Customer.
- 2.4. **Distribution from a Server.** As permitted by the Documentation, Customer may copy an image of the software onto computer file servers within its internal network for the purpose of downloading and installing the software onto computers within the same internal network for permitted access and use by Customer’s authorized users.
- 2.5. **Server Use.**
 - 2.5.1. As permitted in a separate purchasing document or Documentation and subject to license restrictions stated in this Agreement, Customer may install the Software on a Server only for the purpose of allowing an individual using a Computer within the same internal network (“Network User”) to access and use the



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Software. The Network User who has access to such Software on the Server is referred to as “Server Software User”. The total number of Server Software Users (not the concurrent number of users) may not exceed the number of licenses permitted in the Sales Order (“Permitted Number”). By way of example, if Customer has purchased 10 licenses for Software (Permitted Number is 10) and Customer elects to install the Software on a Server, then Customer may allow only up to 10 Server Software Users to access the Software (even though Customer may have more than 10 Network Users or fewer than 10 concurrent users of the Software).

- 2.5.2. For clarification and without limitation, the foregoing does not permit Customer to install or access (either directly or through commands, data, or instructions) the Software: (a) from or to a Computer not part of Customer’s Internal Network; (b) for enabling web hosted workgroups or web hosted services available to the public; (c) for purposes of allowing any individual or entity to use, download, copy, or otherwise benefit from the functionality of the Software unless licensed to do so by Adobe; (d) as a component of a system, workflow or service accessible by more than the Permitted Number of users; or (e) for operations not initiated by an individual user (e.g., automated server processing).
- 2.6. **Portable or Home Computer Use.** Subject to the restrictions in this policy, the primary user of the Computer on which the Software is installed under Section 2.1 (“Primary User”) may install a second copy of the Software for his or her exclusive use on either a portable Computer or a Computer located at his or her home, provided that the Software on the portable or home Computer is not used at the same time as the Software on the primary Computer. If the Software was obtained under an Adobe volume license program or agreement (such as Adobe Volume Licensing) by any licensee other than an educational volume licensee, then the second copy of the Software made under this policy must be used solely for the benefit and business of that volume licensee.
- 2.7. **Content Files.** Unless stated otherwise in the “Read-Me” files or other license(s) associated with the content files (e.g., stock photos, graphics) included with the Software, which may include specific rights and restrictions respecting such materials, Customer may use, display, modify, reproduce, and distribute any of such content files. However, Customer may not distribute such content files on a stand-alone basis (i.e., in circumstances in which the content files constitute the primary value of the product being distributed), and Customer may not claim any trademark rights in such content files or derivatives thereof.
- 2.8. **Dual Boot Platform.** The Software is licensed for use on a specific operating system platform. Customer must purchase a separate license for use of the software on each operating system platform. By way of example, if Customer desires to install the Software on both the Mac OS and Windows operating system platforms on a device that runs both of those platforms (i.e., a dual boot machine), then Customer must first obtain two separate licenses for the Software. This is true even if two versions of the Software, each designed for a different operating system platform, are delivered to Customer on the same media.

3. Additional Third-Party Notices and Disclaimers.

- 3.1. **Eclipse Code.** The Software may include code provided by the Eclipse Foundation (“Eclipse Code”). On behalf of contributors to the Eclipse Code, Adobe hereby: (i) disclaims any and all warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose with respect to the included Eclipse Code and any and all derivative works thereof, (ii) disclaims any liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits, and (iii) represents that any warranties or other promises made by Adobe respecting the Eclipse Code are made by Adobe alone and not by any other party. The source code for the Eclipse Code as included in the Software may be obtained as described in a readme to the Software. Adobe provides the Eclipse Code as is, without warranty or support from Adobe.
- 3.2. **AVC Codec Use.** To the extent that the Software includes AVC import and export functionality: THIS PRODUCT IS LICENSED UNDER THE AVC PATENT PORTFOLIO LICENSE FOR THE PERSONAL NON-COMMERCIAL USE OF A CONSUMER TO (a) ENCODE VIDEO IN COMPLIANCE WITH THE AVC STANDARD (“AVC VIDEO”) AND/OR (b) DECODE AVC VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE AVC VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE <http://www.adobe.com/go/mpegla>.



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- 3.3. **MPEG-2 Distribution.** The Software includes MPEG-2 import and export functionality: USE OF THIS PRODUCT OTHER THAN CONSUMER PERSONAL USE IN ANY MANNER THAT COMPLIES WITH THE MPEG-2 STANDARD FOR ENCODING VIDEO INFORMATION FOR PACKAGED MEDIA IS EXPRESSLY PROHIBITED WITHOUT A LICENSE UNDER APPLICABLE PATENTS IN THE MPEG-2 PATENT PORTFOLIO, WHICH LICENSE IS AVAILABLE FROM MPEG LA, L.L.C. 250 STEELE STREET, SUITE 300 DENVER, COLORADO 80206.

4. Internet Connectivity and Privacy.

- 4.1. **Automatic Connections to the Internet.** The Software may cause Customer's Computer, without notice, to automatically connect to the Internet or other Adobe software within Customer's local area network and to communicate with an Adobe website or Adobe domain for purposes such as (a) license validation, activation, and provision of additional information, updates, features, or functionality and (b) facilitating Customer's access to content and services that are provided by Adobe or third parties (collectively "Online Services"). Use of such Online Services may be subject to additional terms and conditions. Customer's information is collected and transmitted by the Software to Adobe pursuant to the Adobe Online Privacy Policy available at <http://www.adobe.com/go/privacy> ("Privacy Policy"). Use of Adobe Online Service such as Creative Cloud is governed by the Privacy Policy and the Adobe Terms of Use (including all applicable additional terms incorporated therein) at <http://www.adobe.com/go/terms>. EXCEPT AS EXPRESSLY AGREED BY ADOBE OR ITS AFFILIATES OR A THIRD PARTY IN A SEPARATE AGREEMENT, CUSTOMER'S USE OF ADOBE ONLINE SERVICES AND THIRD PARTY ONLINE SERVICES IS AT ITS OWN RISK.
- 4.2. **Activation.** The Software may require Customer to (a) obtain an Adobe ID, (b) activate or reactivate the Software, (c) register the Software, or (d) validate the Membership pursuant to the terms stated at <http://www.adobe.com/go/activation> ("Activation Terms").

5. Digital Certificates (Digital Signatures).

- 5.1. **Use.** Digital certificates are issued by third party certificate authorities, including Adobe Certified Document Services (CDS) vendors listed at http://www.adobe.com/go/partners_cds and Adobe Approved Trust List vendors ("AATL") listed at <http://www.adobe.com/go/aatl> (collectively "Certificate Authorities"), or can be self-signed.
- 5.2. **Terms and Conditions.** Purchase, use, and reliance upon digital certificates is the responsibility of Customer and a Certificate Authority. Before Customer relies upon any certified document, digital signature, or Certificate Authority services, Customer should review the applicable terms and conditions under which the relevant Certificate Authority provides services, including, for example, any subscriber agreements, relying party agreements, certificate policies, and practice statements. See the links on http://www.adobe.com/go/partners_cds for information about Adobe's CDS vendors and <http://www.adobe.com/go/aatl> for information about AATL vendors.
- 5.3. **Acknowledgement.** Customer agrees that (a) the Software, due to configuration or external issues, might show a signature as valid despite the fact a digital certificate may have been revoked or expired prior to the time of verification; (b) the security or integrity of a digital certificate may be compromised due to an act or omission by the signer of the document, the applicable Certificate Authority, or any other third party; and (c) a certificate may be a self-signed certificate not provided by a Certificate Authority. CUSTOMER IS SOLELY RESPONSIBLE FOR DECIDING WHETHER OR NOT TO RELY ON A CERTIFICATE. UNLESS A SEPARATE WRITTEN WARRANTY IS PROVIDED TO CUSTOMER BY A CERTIFICATE AUTHORITY, CUSTOMER'S USE OF DIGITAL CERTIFICATES IS AT ITS SOLE RISK. [[Is there a better / more accurate name for this clause? Can we remove the non-capitalized language?]]
- 5.4. **Third-Party Beneficiaries.** Customer agrees that any Certificate Authority which the Customer relies upon is a third-party beneficiary of this agreement and shall have the right to enforce this agreement in its own name as if it were Adobe.
- 5.5. **Liability.** Customer agrees to hold Adobe and any applicable Certificate Authority (except as expressly provided in its terms and conditions) harmless from any and all liabilities, losses, actions, damages, or claims (including all reasonable expenses, costs, and attorneys' fees) arising out of or relating to Customer's use of, or any reliance on, any service of such authority, including, without limitation: (a) reliance on an expired or revoked certificate; (b) improper verification of a certificate, (c) use of a certificate other than as permitted by any applicable terms and conditions, this agreement or applicable law; (d) failure to exercise reasonable judgment under the circumstances



in relying on issuer services or certificates; or (e) failure to perform any of the obligations as required in the terms and conditions related to the services.

6. Acrobat Standard, Acrobat Pro, and Adobe Acrobat Suite Feature.

6.1. Additional Definitions.

6.1.1. “Deploy” means to deliver or otherwise make available, directly or indirectly, by any means including but not limited to a network or Internet, an Extended Document to one or more recipients.

6.1.2. “Extended Document” means a PDF file manipulated by the Software to enable the ability to locally save documents with filled-in PDF forms.

6.2. The Software may include enabling technology that allows Customer to enable PDF documents with certain features through the use of a digital credential located within the Software (“Key”). Customer agrees not to access, attempt to access, control, disable, remove, use, or distribute the Key for any purpose.

6.3. **For any unique Extended Document Customer may only either (a) Deploy such Extended Document to an unlimited number of unique recipients, but Customer shall not extract information or cause the information to be extracted from more than five hundred (500) unique instances of such Extended Document or any hardcopy representation of such Extended Document containing filled form fields; or (b) Deploy such Extended Document to no more than five hundred (500) unique recipients without limits on the number of times Customer may extract information from such Extended Document returned to Customer filled-in by such recipients. Notwithstanding anything herein to the contrary, obtaining additional licenses to use Acrobat Standard, Acrobat Pro, or Adobe Acrobat Suite shall not increase the foregoing limits (that is, the foregoing limits are the aggregate total limits regardless of how many additional licenses to use Acrobat Standard, Acrobat Pro, or Adobe Acrobat Suite Customer may have obtained).**

7. AIR SDK. The AIR SDK is governed by the terms found at: www.adobe.com/products/air/tools/sdk/eula/

8. Adobe AIR. Use of Adobe AIR is governed by the terms found here: www.adobe.com/products/eulas/reader/x/eula_en_gb.html

9. Adobe Flash Player. Use of Adobe Flash Player is governed by terms found here: www.adobe.com/products/eulas/reader/x/eula_en_gb.html

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