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. **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.

   2.2. **Server Use.**

   2.2.1. 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 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).

   2.2.2. 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).

   2.3. **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.

   2.4. **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.

   2.5. **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. **Internet Connectivity and Privacy.**

   3.1. **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 license validation, activation, and provision of additional information, updates, features, or functionality. Customer's information is collected and transmitted by is governed by by the Software to Adobe pursuant to the Adobe Online Privacy Policy available at http://www.adobe.com/go/privacy ("Privacy Policy").

3.2. **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").

3.3. **Use of Online Services**. The Software may cause Customer's Computer, without additional notice and on an intermittent or regular basis, to automatically connect to the Internet to facilitate 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. Use of Adobe Online Service is governed by the Privacy Policy and the Adobe Terms of Use 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. Font Software.

4.1. If the Software includes font software: (a) Customer may use the font software with the software on computers as allowed in Customer's license agreement with Adobe and output the font software to any output device(s) connected to such computer(s); (b) if the number of copies of the software Customer is licensed to make is twenty (20), Customer may download the font software to the memory (hard disk or RAM) of one output device connected to at least two (2) of such computers for the purpose of having the font software remain resident in such output device, and of one additional such output device for every multiple of twenty (20) represented by the permitted number of computers; (c) Customer may take a copy of the font(s) Customer has used for a particular file to a commercial printer or other service bureau, and such service bureau may use the font(s) to process Customer's file, provided such service bureau has a valid license to use that particular font software; (d) Custoemr may convert and install the font software into another format for use in other environments, subject to the following conditions: A computer on which the converted font software is used or installed will be considered as one of Customer's permitted number of computers. Use of the font software Customer has converted will be pursuant to all the terms and conditions of this agreement. Such converted font software may be used only for Customer's own customary internal business or personal use and may not be distributed or transferred for any purpose, except as expressly permitted in this agreement; (e) Customer may embed copies of the font software into its electronic documents for the purpose of printing and viewing the document. If the font software Customer is embedding is identified as "licensed for editable embedding" on Adobe's website at http://www.adobe.com/type/browser/legal/additional_licenses.html, Customer may also embed copies of that font software for the additional purpose of editing its electronic documents. No other embedding rights are implied or permitted under this license; and (f) if the font software Customer wishes to modify is identified as "licensed for modification" on Adobe's website at : http://www.adobe.com/type/browser/legal/additional_licenses.html, Customer may also modify the font software provided that such modified software is used only for its own customary internal business or personal use and may not be distributed or transferred for any purpose, except as expressly permitted by this agreement. The fonts listed on the website as non-modifiable may be converted in accordance with subsection (d) above but may not be otherwise modified in any way.

4.2. **Font Software for Server Deployment.** If Customer has purchased a license to Font Software for installation on a Server, the following license grants and restrictions apply to the exclusion of any other grants and restrictions included in this Agreement

4.2.1. Definitions:

(a) "Font Software" means the digitally encoded, machine readable computer program for the individual fonts licensed to Customer. Each weight or version of a single typeface design (such as Roman or Italic or in an expanded or condensed form) marketed by Adobe as a separate typeface may be considered a separate font. Font Software shall include any Adobe or third party software files and other computer information provided to Customer by Adobe through electronic download or any other media or means.

(b) "Hosted Application" means an Adobe or third party computer software application that is available to other users of the Network and which resides on Customer's Server and which accesses the Font Software.

(c) "Users" means all users who have access to the Hosted Application(s) on the Network and are able to view and/or edit any Hosted Application that has access to the Font Software, whether or not such users elect to do so.

4.2.2. License Grant. Subject to the terms of this Agreement, Customer may install the Font Software on its Server for use solely in connection with the Hosted Application(s) so long as such use is according to the terms and conditions of this Agreement and in the manner and for the purposes described in the Documentation. Such use of the Font Software includes the right to (a) allow Customer's Users to edit or input text with a Hosted Application; (b) allow Customer's Users to embed copies of the Font Software into their electronic documents created with a Hosted Application for the purpose of printing and viewing the document, provided that if the embedded Font Software is identified as "licensed for editable embedding on Adobe's website at http://www.adobe.com/go/embedding_eula, Customer or its Users may also embed copies of that Font Software for the additional limited purpose of editing Customer's electronic documents; and further provided that any such embedding is done in a manner such that the Font Software is not extractable or capable of being repurposed independent of the electronic documents created with the Hosted Application, and (c) allow Customer's Hosted Application to provide dynamically generated or updated output upon request by its customers. Those accessing the Font Software via the Network do not have any right to access or use the Font Software for their own purposes and may only access and use the Font Software in order to interface with the Hosted Application(s) as set forth above. If Customer is licensing Font Software supplied by third parties, some third-party materials distributed with the Font Software may be subject to additional or other terms and conditions, which are typically found in a separate license agreement or "Read Me" file located near third-party such materials.

4.2.3. Types of Licenses.

(a) Total CPU-Based Server License. If Customer has obtained a Total CPU-Based Server license for the Font Software, then Customer represents that it has licensed the Font Software for the total number of CPUs on all Servers in its Network that will access the Font Software. The total number of Servers on which the Font Software is installed or accessed may not exceed the licensed quantity of Servers for which Customer have obtained a valid Total CPU-Based Server license for the Font Software. For the avoidance of doubt, all CPUs accessing the Font Software either remotely or locally must be included in the license count, as well as servers located both inside and outside the firewall, regardless of whether they interact directly with a User or not.

(b) Total User-Based Server License. If Customer has obtained a Total User-Based Server license for the Font Software, then Customer represents that the total number of Users (not the concurrent number of Users) who are accessing the Hosted Applications on a daily basis, whether or not they elect to use the Font Software, does not exceed the number of Users for which Customer has obtained a valid Total User-Based Server license for the Font Software.

(c) Application Based Server License. If Customer has obtained an Application Based Server license for the Font Software, then Customer represents that it has licensed the Font Software for the total number of Hosted Applications that provide dynamically generated output installed on any number of Servers in its Network. The total number of such Hosted Applications with which the Font Software is used may not exceed the licensed quantity of Hosted Applications for which Customer has obtained a valid Applications Based Server license for the Font Software. For the avoidance of doubt, end user customers may not access or utilize the Font Software with the Hosted Application. Rather, they may only view the output of the Hosted Application that utilizes the Font Software.

(d) License Limit. Customer may only use the Font Software on a Server up to the size for which Customer initially licensed the Font Software. If at a later date, Customer increases the Applications, CPUs, or User count on which Customer's initial license for the Font Software was based, Customer must purchase additional licenses for the Font Software to cover all the CPUs or Users on Customer's expanded Network before enabling use of the Font Software on its expanded Network.

4.2.4. Prohibited Uses. Customer shall not: (a) allow Customer's Users or any other person or entity who accesses its Network to download the Font Software or any part of it to their client machine or printer or in any other extractable form under any circumstances; (b) rent the Font Software or allow the use of the Font Software on a subscription or timeshare basis; (c) permit access to or use of the Font Software on a stand-alone basis independent of a Hosted Application; (d) sub-license or redistribute the Font Software; (e) to the extent that non-licensed parties are permitted to interact with or initiate processes using the Font Software, such interaction or initiation of a process does not have the purpose or effect of providing an alternative to such non-licensed parties obtaining a valid license to the Font Software; (f) using any component, library, or other technology included with the Font Software other than solely in connection with its use and (g) allow the Font Software to be used in the production of libelous, defamatory, fraudulent, lewd, obscene or pornographic material or any material that infringes upon any third party intellectual property rights or in any otherwise illegal manner.

4.2.5. Development and Testing License. In addition to the rights granted above, Customer may use the Font Software on the licensed platforms in its technical environment strictly for testing and developing purposes and not for production purposes. Customer may install a single copy of the Font Software on a single Computer connected to an internal network only for such testing purposes once it has licensed a production license for Customer's full Network, and such single testing Computer shall not be considered one of its CPUs.

4.2.6. Restrictions on Modifications and/or Reverse Engineering. Customer may modify, convert into another format and install the Font Software subject to the following conditions: A computer on which the converted Font Software is used or installed will be considered as one of Customer's CPUs and a User accessing the Hosted Application that utilizes modified or converted Font Software will be considered as one of Customer's Users. Use of the Font Software Customer has converted will be pursuant to all the terms and conditions of this Agreement. Such converted Font Software may be used only for Customer's own customary internal or personal use and may not be distributed for any purpose, except in accordance with this product use right. Except as explicitly provided above, Customer may not modify, port, adapt or translate the Font Software. Customer may not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Font Software except to the extent Customer may be expressly permitted under applicable law to decompile only in order to achieve interoperability with the Font Software; provided however, that Customer must first request such information from Adobe and Adobe may, in its discretion, either provide such information to Customer or impose reasonable conditions, including a reasonable fee, on such use of the source code to ensure that Adobe's and its supplier's proprietary rights in the source code for the Font Software are protected.

4.2.7. Third Party Beneficiaries. Customer acknowledges and agrees that Adobe's licensors are third party beneficiaries of this Agreement, with the right to enforce the obligations set forth herein with respect to the respective technology of such licensors and/or Adobe. In addition, Adobe and its licensors shall also be third party beneficiaries of any agreements that Customer may have in place with its Users who are provided access to the Hosted Application and Font Software with respect to Customer's Users use of the respective technology of Adobe and/or such licensors.

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. Customer acknowledges and agrees that Adobe's licensors (and/or Adobe if Licensee obtained the Software from any party other than Adobe) are third party beneficiaries of this Agreement, with the right to enforce the obligations set forth herein with respect to the respective technology of such licensors and/or Adobe.