ADOBE PDM – Adobe Media Server (2014v2)

Products described in this PDM are governed by the terms of this PDM, the Sales Order, the General Terms, and the Exhibit for On-premise Software. As used in this PDM, On-premise Software means the Adobe Media Server, which is a solution that helps Customer deliver its high quality video to the audience across an Internet-connected device, with a streamlined workflow.

1. **Description**. The On-premise Software stated in this PDM includes Adobe's proprietary server software for:

   1.1   packaging RTMP Content into Customer Content and

   1.2   streaming Customer Content to the Customer Player.

2. **Additional Definitions**

   2.1   "**Adobe Primetime Player SDK**" means Adobe's proprietary SDK for creating desktop and mobile application video players.

   2.2   "**Authorized Users**" means employees and individual contractors (i.e., temporary employees) of Customer that (i) develop and/or build applications using the On-premise Software; and/or (b) use the On-premise Software to deliver Customer Content to end users.

   2.3   "**Connections**" means the number of connections over which the client can receive and deliver Customer Content from a single Computer where the On-premise Software is installed.

   2.4   "**Customer Content**" means HDS, HLS, PHDS and/or PHLS audio, video or data that is (i) made available or provided by Customer and/or other third parties or (ii) is uploaded by or on behalf of Customer in connection with Customer's use of the On-demand Services, in each case to be distributed on or through the Customer Player.

   2.5   "**Content Encryption Key**" means a cryptographic value for use in encrypting Customer Content for secure distribution and to decrypt encrypted Customer Content for access and use in accordance with the accompanying metadata.

   2.6   "**Customer Player**" means the video players that Customer created using the Adobe Primetime Player SDK under a valid license from Adobe.

   2.7   "**RTMP Content**" means audio, video and data that is packaged as Adobe's proprietary real time media protocol.

   2.8   "**Root Public Key**" means a cryptographic value embedded in the On-premise Software by Adobe that is used to establish trust between server and client.

   2.9   "**Tools**" means Adobe's proprietary monitoring and managing applications in object code only that (a) may be provided by Adobe from time to time as an On-premise Software or as a part of the On-premise Software in the "tools" file folder; and (b) are installed and used on a client or server.

3. **Additional License Restrictions**

3.1　**License**. Customer may copy, install and use the On-premise Software (i) to deliver Customer Content to a Customer Player, (ii) package RTMP Content into Customer Content, and (iii) to extend the On-premise Software using the Sample Server Applications in accordance with the terms and conditions of this Agreement.

3.2　**Tools**. If On-premise Software includes Tools, then Customer may (i) copy and use the Tool identified as the "f4fpackager" in the tools file folder of the On-premise Software for internal use to prepare Customer Content for fragmented delivery to a Customer Player, (ii) install and use the Tools, with the exception of the F4V Packager, solely for managing and monitoring of the On-premise Software, including but not limited to the delivery of Customer Content via the On-premise Software.

3.3　**License Limitation**. The license grant does not give Customer or any third party a license to use the On-premise Software in the following ways: (i) distributing or making available the On-premise Software on a stand-alone basis, (ii) using the On-premise Software to deliver Customer Content other than to a Customer Player and (iii) using the On-premise Software to distribute Customer Content in violation of applicable laws and regulations, including copyright laws.

3.4　**Prohibited Use**. Except as expressly authorized under this Agreement, Customer is, as a condition of the license, prohibited from (i) modifying or replacing the Root Public Key embedded in the On-premise Software by Adobe, (ii) allowing any person who is not an Authorized User from using the On-premise Software, (iii) extracting a Content Encryption Key from encrypted Customer Content packaged by another party and separately record, transcribe, reproduce or disseminate such Content Encryption Key in any form and (iv) streaming any audio, video and data that is not Customer Content.

3.5　**Server Limitation**. The parties acknowledge and agree that (i) the number of Connections is limited by the capacity of Customer's server's hardware and software and that Adobe has no responsibility or liability for the capacity of Customer's server's hardware and software.

3.6　**Requirement**. As a condition of the license set forth herein, Customer may only use the On-premise Software to deliver Customer Content to a Customer Player.

4.　**Confidentiality**. Any Root Public Key, license key, activation code, or similar installation, access or usage control codes ("**License Key**") provided by Adobe to Customer is considered the confidential information of Adobe, and Customer must hold such License Key in strict confidence. If Customer is an entity, Customer may provide License Key access to Authorized Users solely in accordance with this Agreement. Notwithstanding the foregoing, if Customer is permitted to sublicense the use of the Software in accordance with the Exhibit for On-premise Software, then Customer may disclose the License Key to the permitted third party outsourcing or facilities management contractor.

5.　**Compliance**. In addition to the information Customer is required to provide pursuant to the Compliance section of the Exhibit for On-premise Software, Customer must also provide logs detailing the delivery of Customer Content to the Licensed Product, including but not limited to CDN logs, encoder, packager or origin logs and other information requested by Adobe.

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.