

PSLT – Adobe Experience Manager: On-premise Software (2024v1)

- 1. License for Development Software. Customer may install and use a reasonable number of copies of the On-premise Software in a development environment only, strictly for testing and quality assurance purposes and not for production purposes.
- 2. **Use of Fonts.** Except as otherwise detailed in the Agreement, Adobe's proprietary or licensed fonts are embedded with the Products and Services only for use within the user interface of the Products and Services.
- 3. Remote Verification. The On-premise Software may contain functionality that allows Adobe to receive reports about Customer's number of active Instances of the On-premise Software for the purpose of verifying Customer's compliance with the terms of this Agreement. Adobe does not receive any data regarding any individual's use of the On-premise Software, nor does Adobe have the ability to remotely disable the system or monitor any level of activity or transactions, other than receiving a notification that an Instance is active. Customer may disable this functionality at Customer's discretion. Instructions for disabling the remote verification will be provided to Customer by Adobe after Customer submits a support ticket to Adobe requesting such instructions.
- 4. **Product Description.** Product limitations are detailed in the Product Description for Adobe Experience Manager On-premise Software found here: <u>https://helpx.adobe.com/legal/product-descriptions.html</u>.
- 5. Representations and Warranties. Customer represents and warrants that for Customer Data and Customer Customizations, through ownership or a valid license, it has sufficient rights for Adobe's use thereof as contemplated by the Agreement, and for Customer's use in connection with the Products and Services, and that the Customer Data and Customer Customizations, and the aforementioned uses thereof, comply with all applicable laws and regulations and do not infringe, misappropriate, or otherwise violate the rights (including intellectual property rights) of any person or entity.
- 6. Definitions.
 - 6.1 **"Customer Data**" is defined in the Adobe General Terms. Where Customer Content is defined separately in the Adobe General Terms, Customer Data includes Customer Content.
 - 6.2 **"Instance**" means one copy of the On-premise Software instantiated and running within a java virtual machine process on one physical Computer or virtual environment. Each Instance can be designated as either an Author Instance or Publish Instance, but each will be counted separately as one Instance.