



PRODUCT SPECIFIC LICENSING TERMS FOR ON-PREMISE SOFTWARE

1. Multiple-User Access.

- 1.1 If On-premise Software licensed on a per-User basis is installed on a Computer accessible by more than one User, then the total number of Users (not the concurrent number of users) capable of accessing the On-premise Software must not exceed the license quantity stated in the Sales Order.
- 1.2 Customer must not install or access (either directly or through commands, data, or instructions) the On-premise Software for operations not initiated by an individual User (e.g., automated server processing).

2. Activation; Installation.

- 2.1 **Activation Limits.** If Customer licenses the On-premise Software on a per-User basis, each User may activate the On-premise Software on up to two Computers at a time; however, each User is not permitted to use the On-premise Software on the two Computers simultaneously.
- 2.2 **Installation Limits.** If Customer licenses the On-premise Software on a per Computer basis, then Customer may install each licensed copy of the On-premise Software only on one desktop computer.
- 2.3 **Ownership.** All content created by a User with an Adobe ID is owned and controlled by the User and not by Customer. All content created by a User with an Enterprise ID or a Federated ID is owned and controlled by Customer. More information about ID types is available at: <https://helpx.adobe.com/enterprise/help/identity.html>.

3. Updates. Customer agrees to receive updates from Adobe as part of Customer's use of the On-premise Software. Unless configured by Customer to prevent automatic updates, some On-premise Software may automatically download and install updates on Customer's system from time to time.

4. Content Files. "Content Files" means Adobe assets provided as part of the On-premise Software or On-demand Services. Unless Documentation or specific licenses state otherwise, Adobe grants Customer a non-exclusive, non-sublicensable and non-transferable license to use the Content Files to create Customer's end use (*i.e.*, the derivative application or product authored by Customer) into which the Content Files, or derivations thereof, are embedded for Customer's use ("**End Use**"). Customer may modify the Content Files prior to embedding them in the End Use. Customer may reproduce and distribute Content Files only in connection with Customer's End Use; however, under no circumstances can Customer distribute the Content Files on a stand-alone basis outside of the End Use.

PRODUCT SPECIFIC LICENSING TERMS FOR ON-DEMAND SERVICES

5. Additional License Restrictions. Customer must not:

- 5.1 place advertisement of any products or services through the On-demand Services;
- 5.2 use any data mining or similar data gathering and extraction methods;
- 5.3 circumvent any access or use restrictions;
- 5.4 impersonate any person or entity, or falsely state or otherwise misrepresent Customer's affiliation with a person or entity; or

5.5 attempt to (1) interact with the operating system underlying the On-demand Services, or (2) modify, create derivative works of, adapt, translate, reverse engineer (including monitoring or accessing the inputs and outputs flowing through a system or an application), decompile, or otherwise attempt to discover, within any Adobe Technology, the source code, data representations, or underlying algorithms, processes and methods. This restriction will not apply to the extent it limits any non-waivable right Customer may enjoy under applicable law.

6. Storage and Retention. Adobe will store Customer Content during the License Term up to any storage limit specified in the admin console, subject to section 12 (Exception to General Terms for Customer Data). Adobe may create reasonable storage limits, such as limits on file size, storage space, and other technical limits. If Customer exceeds those limits, Adobe will make reasonable efforts to notify Customer to permit transition of Customer Content and Customer Data prior to deletion.

LICENSING TERMS FOR BOTH ON-PREMISE SOFTWARE AND ON-DEMAND SERVICES

7. License metric. On-Premise Software and On-Demand Services license metrics are provided at <https://helpx.adobe.com/legal/product-descriptions/substance.html>

8. Third-Party Notices. The creators or third-party licensors of certain public standards and publicly available code (“**Third-Party Materials**”), require that certain notices be passed through to the end users of the On-premise Software. These third-party notices are provided to Customer with the installation files of the On-premise Software. The inclusion of these third-party notices does not limit Adobe’s obligations to the Customer for Third Party Materials integrated into the On-premise Software.

9. Account Activity. Each User has an account associated with his or her login ID. Customer is responsible for all activity that occurs via a User’s account(s).

10. Modification. Adobe will make reasonable efforts to notify Customer of any modification or discontinuation of any On-demand Service or any On-premise Software or any portions thereof. Adobe will provide Customer with a pro-rata refund of prepaid fees or with a service similar to any discontinued On-demand Service.

11. User License Transfers. Customer may deploy Products and Services licensed on a per User basis only to an individual(s) (either an employee or contractor of Customer) through a unique login ID and password. Customer may not allow the use of the same login ID by two or more Users, nor may Customer deploy the Products and Services in any shared license model or similar license deployment (including, but not limited to, floating, generic user, leased, or shift license deployment). Customer may transfer a license from one User to another individual (either an employee or contractor of Customer) without being deemed an additional deployment, subject to any reporting requirements that may be contained in a Sales Order, and provided Customer de-installs the Product and Service from the Computer of that User, and the new employee or contractor then uses a new ID and password.

12. Exception to General Terms for Customer Data. Customer Data, as defined in the General Terms, does not apply to Customer’s use of the Products and Services.

13. Ownership. For purposes of the PSLT, the On-demand services include the Adobe offering, Substance Source. Except as otherwise set forth in this PSLT, Adobe and its licensors retain all right, title, and interest in and to the Substance Source Assets. “**Substance Source Asset(s)**” means materials that are made available by Adobe to Customers on the Substance Source website. Substance Source Assets are considered Adobe Technology, as defined in the General Terms.

14. License to the Substance Source Asset(s). Subject to the restrictions in this Agreement, Adobe grants Customer a non-exclusive, limited, non-transferable, non-sublicensable, worldwide license for the License Term to use, reproduce, archive, modify, and incorporate the Substance Source Asset(s) in Customer Content.

15. Usage in China. Notwithstanding any other provision in the General Terms, Customer is permitted or allowed to permit its Users to use On-premise Software and Substance Source in mainland China. Adobe disclaims all

representations and warranties regarding: (A) Customer's and its Users' ability to access or use the Products and Services from computers in mainland China; and (B) the performance of the Products and Services in mainland China. Customer may not make a claim for breach of the performance warranty or breach of contract due to Customer's or its Users' inability to access or use Substance Source from computers in mainland China, or for performance issues caused by the restrictions on the Products and Services in mainland China.

16. Substance Source Download Restriction. If Customer purchases a license(s) to the On-premise Software on a per-User basis, each User may download up to a fixed number of Substance Source Asset(s) per contract month as set forth on the Sales Order.

17. Restrictions. In addition to the license restrictions set forth in the General Terms, the following license restrictions also apply to Substance Source Assets:

17.1 Customer must not:

- (A) use the Substance Source Asset(s) in any way that allows a third party to use, download, extract, or access the Substance Source Asset(s) on a stand-alone basis;
- (B) take any action in connection with the Substance Source Asset(s) that infringes the intellectual property or other rights of any person or entity, such as the moral rights of the creator of the Substance Source asset(s) and the rights of any person who, or any person whose property, appears in the Substance Source asset(s);
- (C) incorporate the Substance Source Asset(s) into a trademark, logo, or service mark;
- (D) use the Substance Source Asset(s) in a pornographic, defamatory, or otherwise unlawful manner;
or
- (E) engage in any activity that interferes with or disrupts (1) Substance Source, including its servers and connected networks; or (2) the Substance Source Assets.

17.2 Customer may only distribute the Substance Source Asset(s) as incorporated into Customer Content if (A) the Substance Source Asset(s) has been modified to the extent that the Customer Content is not substantially similar to the original Substance Source Asset(s) and the Customer Content can qualify as an original work of authorship; and (B) the primary value of the item of Customer Content does not lie with the Substance Source Asset(s) itself.

18. Effect of Termination. Upon termination of the Agreement, Customer may continue to use Substance Source Assets that Customer has downloaded and paid for up to the termination date of the Agreement, subject to its compliance with the Agreement. Adobe will not maintain availability of these assets for Customer after the termination date of the Agreement.