



## PSLT- Adobe Captivate Prime (2020v1)

- 1. Customer Content.** Certain features of the On-demand Service enable Customer to specify the level at which the On-demand Service restrict access to Customer Content. Customer is solely responsible for applying the appropriate level of access to Customer Content. The uploading of Customer Content to the On-demand Service without actual viewing by Adobe, does not constitute disclosure of the Customer Content to Adobe. The On-demand Service is automated and Adobe will not access any Customer Content, except as reasonably necessary to perform the On-demand Service, such as: (a) respond to support requests; (b) detect, prevent, or otherwise address fraud, security, or technical issues; or (c) as expressly permitted under this Agreement.
- 2. Storage and Retention.** Customer Content and Customer Data may be stored on Adobe's servers at Customer's request, as necessary for Adobe to provide the On-demand Service. Adobe will store Customer Data and Customer Content as long as the size of that storage is not unreasonable in Adobe's discretion; provided, however, Adobe may delete Customer Content and Customer Data any time if required by law and also upon any termination or expiration of the applicable Sales Order. Customer is solely responsible for making and keeping backup copies of Customer Content and Customer Data. Except as provided herein, Adobe has no responsibility or liability for the deletion or accuracy of Customer Content and Customer Data, the failure to store, transmit or receive transmission of Customer Content and Customer Data (whether or not processed by the On-demand Service), or the security, privacy, storage, or transmission of other communications originating with or involving use of the On-demand Service. Adobe may delete Customer Content and Customer Data as instructed by Customer. Customer is solely responsible for complying with all applicable document retention laws and regulations, including any duty to provide notice to third parties about retention or deletion of documents.
- 3. Third Party Materials.** If Customer accesses or uses the On-demand Service, Customer may be exposed to materials from third parties that are offensive, indecent, or otherwise objectionable. Customer may report any such objectionable materials to Adobe customer service.
- 4. License Restrictions.** Customer may not: (a) attempt to gain unauthorized access to services, materials, other accounts, computer systems, or networks connected to any Adobe server or to the On-demand Service, through hacking, password mining, or any other means; (b) obtain or attempt to obtain any materials or information through any means not intentionally made available through the On-demand Service; (c) engage in any systematic extraction of data or data fields (including email addresses) except as may be reasonably contemplated through the normal use of the On-demand Service; (d) use the On-demand Service for malicious injection of dial tone multi-frequency commands; (e) upload, record, publish, link to, or otherwise transmit or distribute Customer Content that would breach Customer's representations and warranties regarding Customer Content; or (f) rotate or reuse the user licenses. User licenses may be reassigned from one individual to another only if the employment or independent contractor relationship of a licensed individual terminates; otherwise, written permission from Adobe is required.
- 5. Trial Use of Service.** If Customer has subscribed to the On-demand Service on a trial basis, then Customer's use the On-demand Service is subject to the Agreement and is limited as provided in the email communication from Adobe, or as provided in web pages describing trial use of the On-demand Service. This trial On-demand Service is subject to change and termination in Adobe's sole discretion.
- 6. Third Party Software 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-demand Services. These third party notices are located at <http://www.adobe.com/go/thirdparty> (or a successor website thereto). The inclusion of these third party notices does not limit Adobe's obligations to the Customer for Third Party Materials integrated into the On-demand Services.
- 7. Emails to Participants.** Emails related to the On-demand Services are generally sent to participants by Customer, and not by Adobe. If applicable, Adobe may send emails to participants in Customer's name as Customer's agent, at Customer's request, and on Customer's behalf. Customer is solely responsible for such emails and their contents.

## 8. Captivate Prime for Desktop.

- 8.1 **Activation; Installation; Activation Limits.** If Customer licenses the On-premise Software on a per-User basis, then 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 these two Computers simultaneously.
- 8.2 **Update.** 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.
- 8.3 **On-demand services accessible through On-premise Software.** The On-premise Software may facilitate Customer's access to content, websites and services that are provided by Adobe or third parties. Use of Adobe On-demand Services is subject to the applicable terms and conditions associated with that specific Adobe On-demand Services. If Customer does not agree, Customer may not access or use the applicable On-demand Services.

## 9. Captivate Prime Content Catalogue.

- 9.1 **Ownership:** Except as granted in this PSLT, Adobe and its licensors retain all rights, title and interest in and to the Work.
- 9.2 **License and Restrictions to the Work:** Subject to the terms of this Agreement, Customer is granted a non-exclusive, worldwide, non-transferable, non-sublicensable license to use, reproduce and archive Courses solely in connection for use of Products and Services and Works, during the License Term, for Customer's internal operations and non-commercial purpose of (i) accessing and using the Work(s) through applicable interface; and (ii) use and distribute Reports solely for its own internal business purposes. Adobe reserves all the rights not expressly granted in this PSLT. Customer must not: (a) use the Work in a pornographic, defamatory, or otherwise unlawful manner; (b) take any action in connection with the Work that infringes the intellectual property or other rights of any person or entity, such as the moral rights of the creator of the Work and the rights of any person who, or any person whose property, appears in the Work; (c) use the Work in a way that depicts models and /or property in connection with a subject that a reasonable person could consider unflattering, immoral, or controversial, taking into account the nature of the Work, examples of which could include, without limitation, ads for tobacco; adult entertainment clubs or similar venues or service; endorsements of political parties or other opinion-based movements; or implying mental or physical impairment; (d) remove, obscure or alter any proprietary notices associated with the Work(s), or give any express or implied misrepresentation that you or another third party are the creator or copyright holder of any Work; or (e) use the Work or any title, caption information, keywords or other metadata associated with Work(s) for any (1) machine learning and /or artificial intelligence purpose; or (2) technologies designed or intended for the identification of natural persons.
- 9.3 **Warranty:** To the maximum extent permitted by law, Adobe provides the Courses on an "as-is" basis. Adobe, its Affiliates, and third-party providers disclaim and make no other representation, promise, assurance, undertaking or warranty of any kind, express, implied or statutory, including representations, guarantees, conditions or warranties of merchantability, satisfactory quality, fitness for a particular purpose, title, non-infringement, or accuracy.
- 9.4 **Modification(s):** During the License Term, Adobe reserves the right to remove, modify or alter in any manner, the Work(s) and Courses from Adobe Captivate Prime at any time, with a prior written notice of 60 days to the Customer, provided that the Courses that are selected by the Customer for such License Term will not be removed by Adobe.
- 9.5 **Third Party Intellectual Property Claims.**
- (A) **Adobe's Obligations.** For the purposes of this PSLT, an "Infringement Claim" shall have the same meaning as defined in the General Terms. .
- (B) **Additional Conditions.** In addition to the conditions mentioned in section 8.2(C) of General Terms, Adobe will have no liability for any Infringement Claim that arises from (1) any use of the Courses otherwise Work(s) after Adobe has instructed Customer to stop using such Courses and Work(s), and (2) the context in which Customer uses the Courses and Work(s).
- 9.6 **Other Claims.** Customer will defend and pay, at its expenses, any third-party claim against Adobe that is result

of the Customer's breach of the terms of this Agreement.

9.7 **Reservation.** If Customer has actual knowledge, or if Customer or Adobe reasonably believes that a Work may be subject to a third party claim, then Adobe may instruct Customer to cease all use, reproduction, modification, display, distribution and possession of that Work, and Customer must promptly comply with Adobe's instructions, and ensure Customer's clients, distributors, employees, and employers stop using the Work.

9.8 **Termination.** Adobe may, at any time, terminate the license to any Work upon the notice to Customer in the event, Customer breaches the terms of this Agreement.

#### 10. Definitions:

10.1 **"Work(s)"** means any and all creative assets, including illustrations, icons, templates, photographic, layered, audiovisual, mixed or multi-media works, as well as any sets, libraries, compilations, collections or derivative works of any of the foregoing, and any other forms of content, information, captions, data, or copyrighted materials that are made available to Customer ,which may be licensed additionally by Customer with Adobe Captivate Prime.