



## ADOBE PSLT – Adobe Creative Cloud and Adobe Document Cloud (2015v2)

### 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 may 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; Simultaneous Use.** Each User may activate the On-premise Software on up to 2 Computers within Customer's direct control. Customer may not use the On-premise Software on these 2 Computers simultaneously. If Customer licenses the On-Premise Software on a per Computer basis, then Customer may install the On-Premise Software on only 1 Computer.

3. **Modification.** Adobe may modify or discontinue the On-demand Services or any portions or service features thereof at any time without liability to Customer or anyone else. However, Adobe will make reasonable effort to notify Customer before Adobe makes the change. Adobe will also allow Customer a reasonable time to download its Customer Content. If Adobe discontinues an On-demand Service in its entirety, then Adobe will provide Customer with a pro rata refund for any unused fees for that On-demand Service that Customer may have prepaid.

4. **Storage and Retention.** Adobe may create reasonable limits on the use of Customer Content, such as limits on file size, storage space, processing capacity, and other technical limits. Adobe may suspend the On-demand Services until Customer is within the storage space limit associated with Customer's account. Adobe will store Customer Data so long as the size of that storage is not unreasonable in Adobe's discretion. Customer Data may be deleted if Customer instructs Adobe to do so, or if required by law. Customer agrees that it 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.

5. **Update.** The On-premise Software may automatically download and install updates from time to time. Customer agrees to receive such updates from Adobe as part of Customer's use of the On-Premise Software.

6. **Content Files.** Customer may use, display, modify, reproduce, and distribute any of the Adobe-provided sample files such as fonts, stock images or sounds ("Content Files"), except Customer must not distribute Content Files on a stand-alone basis. Customer may not claim any trademark rights in, or derivative works of, the Content Files.

7. **Educational Institution.** If Customer is an educational institution, then Customer agrees not to allow children under age of 13 to use or access any services included with On-Premise Software. Customer is solely responsible for compliance with the Children's Online Privacy Protection Act of 1998, including, but not limited to (a) obtaining parental consent concerning collection of children's information; (b) collecting student information solely for the use and benefit of the school; and (c) providing parents with information about Adobe's collection, use and disclosure practices.

8. **Embedded Use.** Customer may embed or distribute, as applicable, any software made available to Customer through the On-premise Software (including fonts, runtimes, add-ins, and utilities provided with the On-premise Software, for example as part of an application that is packaged to run on the Apple iOS or Android™ operating systems) as part of developer applications, electronic documents or content, and may only permit use of such software in connection with such application, document or content. No other embedding rights are implied or permitted.

- 9. Font Software.** As applied to fonts in the On-premise Software, any commercial printer or service bureau that Customer uses to process Customer's file must have a valid license to use the font software included in the file.
- 10. After Effects Render Engine.** Customer may install an unlimited number of Render Engines on Computers within its intranet that includes at least one Computer on which the full version of the Adobe After Effects software is installed. The term "Render Engine" means an installable portion of the On-premise Software that enables the rendering of After Effects projects, but which may not be used to create or modify projects and does not include the complete After Effects user interface.
- 11. Acrobat.** The On-premise Software may include technology that allows Customer to enable certain features of PDF documents through the use of digital credentials ("Key"). Customer may not access, attempt to access, control, disable, remove, use, or distribute the Key for any purpose. Digital certificates may be issued by third party certificate authorities, or can be self-signed. Customer is solely responsible for deciding whether or not to rely on a certificate and for the purchase, use, and reliance upon digital certificates.
- 12. Adobe Runtime.** If the On-premise Software includes Adobe AIR, Adobe Flash Player, Shockwave Player, Authorware Player, or portion of the On-premise Software embedded in a presentation, information, or content created and generated using the On-premise Software (collectively "Adobe Runtime"), then Customer may not use Adobe Runtime on any non-PC devices. Distributions of the resulting output file or developer application on a non-PC device may require Customer to obtain licenses and be subject to additional royalties, for which Customer is solely responsible.
- 13. Flash Builder with LiveCycle Data Services (LCDS) Data Management Library.** Adobe Flash Builder may include the fds.swc library. Customer must not use fds.swc for any purpose other than to provide client-side data management capabilities and as an output file within software Customer develops, subject to the following: Customer must not (a) use fds.swc to enable associations or offline capabilities within software or (b) incorporate fds.swc into any software that is similar to Adobe LiveCycle Data Services or BlazeDS.
- 14. Third-Party Notices.**
- 14.1 **Third-Party On-premise Software Notices.** The creators of certain public standards and publicly available code, as well as other third party licensors, require that certain notices be passed through to the end users of the On-premise Software. These third party notices are located at [www.adobe.com/products/eula/third\\_party/index.html](http://www.adobe.com/products/eula/third_party/index.html) (or a successor website thereto) ("Third Party Notice Page").
- 14.2 **AVC AND MPEG-2 DISTRIBUTION.** The notices applicable to On-premise Software containing AVC and MPEG-2 import and export functionality are located on the Third-Party Notice Page.

#### **PRODUCT SPECIFIC LICENSING TERMS FOR ON-DEMAND SERVICES**

##### **15. Use of Service.**

- 15.1 **User-Generated Content.** The On-demand Services may contain user-generated content that is (a) inappropriate for minors, (b) illegal in some countries; or (c) inappropriate in certain circumstances. If Customer wants to prevent viewing of or access to user-generated content, it should either (a) disable On-demand Services access in the Creative Cloud Packager, where that functionality is made available, or (b) block access to the On-demand Services via its network firewall. Adobe disclaims liability for all user-generated content available via the On-demand Services.
- 15.2 **Additional License Restrictions.** Customer must not:
- (A) use the content or software included in the On-demand Services to construct any kind of database;
  - (B) place advertisement of any products or services through the On-demand Services;
  - (C) use any data mining or similar data gathering and extraction methods;

- (D) circumvent any access or use restrictions; or
- (E) impersonate any person or entity, or falsely state or otherwise misrepresent Customer's affiliation with a person or entity.

#### **PRODUCT SPECIFIC LICENSING TERMS FOR ADOBE CREATIVE CLOUD**

##### **16. Managed Services.**

- 16.1 If Customer has purchased Creative Cloud for enterprise with managed services ("CCMS"), then Customer may only use the Adobe Experience Manager Assets ("AEM") included as part of the CCMS as follows:
  - (A) Customer may not use AEM other than to facilitate file sharing within its organization using CCMS.
  - (B) Customer may access the AEM system console only for the purpose of managing access within its organization to the AEM system.
  - (C) Customer may use the application program interface (API) included in AEM for the purpose of storing and retrieving content as relates to CCMS and for the purpose of managing access to the AEM system.
- 16.2 Adobe provides recommended configuration and user count for CCMS. The performance of CCMS may not be optimal if Customer deviates from the recommended configuration or user count.

##### **17. Use Limitation.**

- 16.1 Customer may only use the Products and Services specified in the Sales Order, even if it has access to other products and services through the licensed Products and Services. If cloud-based storage is available, then each user will be limited to 2GB of storage unless otherwise specified.

#### **PRODUT SPECIFIC LICENSING TERMS FOR ADOBE DOCUMENT CLOUD**

##### **18. Additional Definitions.**

- 18.1 "**Electronic Document**" means any document uploaded into the electronic signature service.
- 18.2 "**Electronic Signature**" means the capability of the electronic signature service to include an electronic sound, symbol, or process attached to or logically associated with an Electronic Document and executed or adopted by a person with the intent to sign the Electronic Document
- 18.3 "**Participant**" means any individual or entity that electronically reviews, accepts, signs, approves, transmits, or delegates action to a third party regarding Electronic Documents via Customer's electronic signature service account.
- 18.4 "**Transaction**" means when an Electronic Document or a collection of related Electronic Documents are sent to a recipient through the electronic signature service. Each 100 pages or 10 MB is a Transaction.

##### **19. Privacy, Information Security, and Compliance.**

- 19.1 **Sensitive Personal Information.** The Sensitive Personal Data section of the General Terms do not apply to Customer's use of the electronic signature service.
- 19.2 **Customer's Responsibilities Regarding Information of Participants.** Customer will comply with (including giving any notifications, obtaining any consents and making any disclosures required under) applicable privacy, security, electronic signature and data protection laws, guidelines, regulations or industry standards or codes applicable to Personal Data of Participants. Customer must obtain and maintain consent from Participants to Customer's access, use, or disclosure of Personal Data of Participants. Customer must obtain any authorizations from Participants required to enable Adobe to provide the On-demand Service. The use of the electronic signature service is conditioned on Participant acceptance of the terms of use presented when using the electronic signature service.

- 19.3 **Customer Security.** Customer is responsible for configuring and using the security features of the electronic signature service to meet Customer's obligations to Participants under applicable privacy, security, and data protection laws. Customer is responsible for the security of Electronic Documents that are emailed to Participants from the electronic signature service, downloaded from the electronic signature service, or which are transferred to a non-Adobe system via a third party integration feature of the electronic signature service. Customer is liable for damages arising out of unauthorized access to Customer's account or to Customer Data if Customer fails to follow secure password composition, management, and protection practices for Customer's account.
- 19.4 **Health Insurance Portability and Accountability Act ("HIPAA").** Customer is solely responsible for compliance with HIPAA and Health Information Technology for Economic and Clinical Health ("HITECH"). Adobe is not acting on Customer's behalf as a Business Associate, as that term is defined in HIPAA, when providing the On-demand Service.
- 19.5 **Payment Card Industry Data Security Standard (PCI DSS).** The Payment Card Industry Data Security Standard (PCI DSS) prohibits the transmission of any Account Data (including Cardholder Data, Card Verification Code or Value) using the fax signature capability. PCI DSS also prohibits using the electronic signature service to store Sensitive Authentication Data, including Card Verification Code or Value after authorization, even if encrypted. Capitalized terms in this Section are defined in the PCI DSS.
- 20. Legal Counsel.** Customer will solely rely on its own legal counsel and determinations as to the use and viability of Electronic Signatures in a particular country or for a particular product or service, and Customer will ensure its use of the On-demand Service conforms and complies with all laws, regulations and policies relevant to a particular country or for a particular product or service.
- 21. Service-Specific Terms.** The terms in this section (Service Specific Terms) apply only to the specific offerings set forth in this section.
- 21.1 **Document Cloud Web Services.** If Customer is a developer, this license does not include access to the pre-release versions of the Document Cloud APIs.
- 21.2 **Group Offerings.** This license does not include the right to obtain a subscription to the On-demand Service on behalf of a third party.