



## PSLT – Adobe Creative Cloud and Adobe Document Cloud (2020v2)

References to “On-premise Software” and “On-demand Services” in this PSLT are to Products and Services of Adobe Creative Cloud or Adobe Document Cloud.

### **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 or robotic process automation whether deployed on a client or server) unless permitted in a Sales Order.

#### **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 at a time.

**3. Updates.** Customer agrees it may 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. Embedded Use.** Customer may (A) embed any software made available to Customer through the On-premise Software (including runtimes such as Adobe Runtime, 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; (B) embed and distribute such software pursuant to a separate written agreement; and (C) only permit use of such software in connection with such application, document or content. No other embedding rights are implied or permitted.

**5. Serialized Deployment.** On-premise Software releases specific to serial number deployment may not have the same feature set and capabilities as the corresponding On-premise Software releases specific to named user deployment. To clarify further, Customers using serial number deployment for Creative Cloud Products and Services do not have access to On-premise Software released to named user deployment after October 2018.

**6. After Effects Render Engine.** Customer may install an unlimited number of Render Engines on Computers within its intranet if at least one Computer within its intranet has the full version of the Adobe After Effects software installed. The term “**Render Engine**” means an installable portion of the On-premise Software that enables the rendering of After Effects projects but does not include the complete After Effects user interface.

**7. Adobe Runtime.** If the On-premise Software includes Adobe AIR, Adobe Flash Player, or portion(s) of the On-premise Software embedded in a presentation, information, or materials created and generated using the On-premise Software (each an “**Adobe Runtime**”), then 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.

8. **AVC Distribution.** The notices applicable to On-premise Software containing AVC import and export functionality are located on webpage for the third-party notice referenced in section 16 (Third-Party Notices).
9. **Adobe Media Encoder.** Customer may install Adobe Media Encoder (“**AME**”) on a Computer within its intranet solely for encoding, decoding, or transcoding projects created by licensed instances of the On-premise Software running on other Computers within its intranet, provided that the number of installations of AME does not exceed the number of licenses purchased for the On-premise Software. Customer may not use the foregoing implementation of AME to offer, use, or permit the use of AME (A) with software other than the On-premise Software; (B) as part of a hosted service; (C) on behalf of any third party; (D) on a service bureau basis; or (E) for operations that are not initiated by an individual User, except Customer may automate the operation that starts the process of encoding, decoding, and transcoding projects using AME within its intranet.
10. **Use of On-premise Software in China.** If Customer has Users in China, such Users are only permitted to activate the On-premise Software referred to by Adobe as “**Creative Cloud for Enterprise Offering in China**” and “**Acrobat for Enterprise Offering in China**” (collectively, “**China Offering**”). Customer is not permitted to use the China Offering, or any component thereof, anywhere outside of China. All warranties provided by Adobe to Customer in this Agreement are void for any version of the On-premise Software activated by Users in China that is not the China Offering.

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

11. **License Restrictions.** In connection with Customer’s use of the On-demand Services, Customer must not:
  - 11.1 place advertisement of any products or services through the On-demand Services;
  - 11.2 use any data mining or similar data gathering and extraction methods, including data scraping for machine learning or other purposes;
  - 11.3 circumvent any access or use restrictions; or
  - 11.4 impersonate any person or entity, or falsely state or otherwise misrepresent Customer’s affiliation with a person or entity.
12. **Storage and Retention.** Adobe will store Customer Content during the License Term up to any storage limit specified in the admin console. 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 prior to deletion.

#### **PRODUCT SPECIFIC LICENSING TERMS FOR ON-PREMISE SOFTWARE AND ON-DEMAND SERVICES**

13. **User-Generated Content.** The On-premise Software or 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 (1) disable On-demand Services access in the Creative Cloud Packager, where that functionality is made available; or (2) 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 or On-premise Software.
14. **Sample Files.** Customer may use Sample Files only for the purpose for which they were provided. “**Sample Files**” means the Adobe-provided audio, visual, video, or other content files for use in tutorials, demonstrations, and for other trial purposes, which may be identified as sample files. Customer may not distribute Sample Files in any way that allows a third party to use, download, extract, or access the Sample Files as a stand-alone file, and the Customer may not claim any rights in the Sample Files.
15. **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.

- 16. 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 and 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-premise Software and On-demand Services.
- 17. 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).
- 18. 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.
- 19. User License Transfers.** Customer may deploy Products and Services licensed on a per User basis only to Users 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 User 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 the previous User, and the new User then uses a new ID and password.
- 20. Prerelease or Beta Version.**
  - 20.1 Adobe may provide access to On-premise Software or On-demand Services, or a feature of the On-premise Software or On-demand Services, as a no cost prerelease or beta version ("**Beta Version**"). A Beta Version does not represent the final product and may contain bugs that may cause system or other failure and data loss. Adobe may choose not to release a commercial version of the Beta Version.
  - 20.2 Adobe provides the Beta Version on an "AS-IS" basis. Adobe, its Affiliates, and third-party providers disclaim and make no representation or warranty of any kind, express, implied or statutory, including representations, guarantees or warranties of merchantability, fitness for a particular purpose, title, non-infringement, or accuracy. Any warranties specified in the Agreement or other sections of this PSLT do not apply to the Beta Version. Adobe further disclaims any warranty that (A) the Beta Version will meet Customer's expectations, requirements or will be constantly available, uninterrupted, timely, secure, or error-free; (B) the results obtained from the use of the Beta Version will be effective, accurate, or reliable; or (C) any errors or defects in the Beta Version will be corrected. Adobe disclaims all liability of any kind for Customer's use of the Beta Version. Customer must promptly cease using the Beta Version and destroy all copies of the Beta Version if Adobe requests the Customer to do so. Adobe may develop, modify, improve, support, customize and operate its products and services based on Customer's use, as applicable, of any Beta Versions.

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

- 21. Adobe Sign Entitlements.** If Customer's license entitlement includes access and use of Adobe Sign, then the Adobe Sign PSLT (available here: <https://www.adobe.com/content/dam/cc/en/legal/terms/enterprise/pdfs/PSLT-AdobeSign-2020v1-WW.pdf>) applies to such access and use.
- 22. Digital Certificates.** The On-premise Software or On-demand Services may include technology that allows Customer to apply digital signatures to PDF documents through the use of digital certificates. Customer may not access, attempt to access, circumvent, control, disable, tamper with, remove, use, or distribute such certificates or

other corresponding encryption keys for any purpose. Customer will 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 use.

## **PRODUCT SPECIFIC LICENSING TERMS FOR ADOBE FONTS**

### **23. Desktop Publishing.**

23.1 Customer may use Desktop Fonts that have been synchronized to Customer's Computer to design and develop Customer Documents. Customer may embed and distribute Desktop Fonts within Customer Documents so that when others view, print, or interact with Customer Documents they will see Customer's content displayed with Desktop Fonts as Customer intended; and

23.2 Customer may only embed those characters (*i.e.*, subset) of Desktop Fonts that are necessary to display, print, and view the Customer Document.

**24. Website Publishing.** Customer may use Web Fonts to design and develop Customer Sites and to create a Web Project for such purposes. Customer may reference or encode a link to the Web Project within a Customer Site design so that visitors to the Customer Site will see the content displayed with Web Fonts as intended.

### **25. Obligations, Limitations, Restrictions, and Prohibited Uses of the Licensed Fonts.**

25.1 **Continuing access to the Licensed Fonts.** Ongoing access to the Licensed Fonts may require a recurring Internet connection to provision, activate, or synchronize the Licensed Fonts, or to authorize, renew, or validate Customer's access to the Licensed Fonts. In some cases, the Licensed Fonts that Customer designs into Customer Documents or Customer Sites (collectively, "**Media**") will be viewable by Customer and by third parties that access or view the Media only for as long as Customer maintains an uninterrupted subscription plan (including payment of all subscription plan fees, if applicable).

25.2 **Prohibited Uses of the Licensed Fonts.** Customer is expressly prohibited from:

- (A) allowing external output of the Licensed Fonts from within Customer's Media, or distributing any portion of the Licensed Fonts on a standalone basis or in any way that would allow another person to use the Licensed Fonts;
- (B) adding any functionality to, or otherwise changing, altering, adapting, translating, converting, modifying, creating, or making or having made any derivative works of any portion of the Licensed Fonts;
- (C) attempting to copy, move, or remove Licensed Fonts from a Web Project or from the locations or folders on Customer's Computer where Adobe has installed such Desktop Fonts, or otherwise attempting to access or use the Licensed Fonts other than by subscribing directly to the On-demand Services using the means Adobe provides for such purposes;
- (D) using a Web Project in connection with any published content Customer creates for its own customers or clients, or with any published content other than a Customer Site;
- (E) using any portion of the Licensed Fonts in a Reseller Platform without a written license from Adobe;
- (F) rendering, manufacturing, or capturing glyphs, in whole or in part, to be used as a font or typesetting system; and
- (G) hosting Web Fonts for its own customers or clients, or reselling the Licensed Fonts to them.

The prohibited uses above may not apply to certain components included with the Desktop Fonts that are under an open source license.

### **26. Definitions.**

26.1 "**Customer Document(s)**" means any form of digital document, whether commercial or non-commercial, whether or not publicly distributed, that uses Desktop Fonts, whether or not embedded, including for print,

view or display by anyone accessing the Customer Documents.

- 26.2 **“Customer Site(s)”** means websites, webpages, or webpage content that Customer designs, develops, or creates, that is published, and that integrates, accesses, and publicly displays Web Fonts.
- 26.3 **“Desktop Fonts”** means the fonts or font families that Adobe makes available through the On-demand Services for Customer to synchronize to Customer’s Computer solely for desktop publishing purposes (*i.e.*, to create Customer Documents).
- 26.4 **“Licensed Fonts”** means the Desktop Fonts and Web Fonts that Adobe makes available to Customer through the On-demand Services.
- 26.5 **“Reseller Platform”** means any service that allows its customers or clients to choose fonts for websites or other products that it provides on their behalf (*e.g.*, blogging platforms, social network profiles, etc.).
- 26.6 **“Web Fonts”** means the fonts or font families that Adobe makes available to Customer through the On-demand Services which Customer may use to create a Customer Site.
- 26.7 **“Web Project(s)”** means the software package created by Customer through the On-demand Services that comprises Customer’s preferred settings, Licensed Fonts choices, formats, style sheets, and other software code, along with any code that wraps and identifies each Licensed Font.

#### **PRODUCT SPECIFIC LICENSING TERMS FOR ADOBE SPARK**

- 27. Uploading and Publishing Customer Content.** All text, font, images, videos, icons, audio, and any other media submitted or uploaded by Customer or on Customer’s behalf to Adobe Spark is Customer Content.
- 28. Customer Font(s).** For any font or font file Customer uploads or submits into the On-demand Services (**“Customer Font(s)”**), Customer (A) retains all rights to the unmodified Customer Fonts; (B) acknowledges that enabling the display of any Customer Font with Adobe Spark may require Adobe to use Adobe Technology, including its proprietary font-optimization technology, and that Adobe retains all rights to such Adobe Technology; and (C) acknowledges that if Adobe is informed by a foundry that Customer does not have sufficient rights to a Customer Font, Adobe may take down that Customer Font from Customer’s account and from the Customer Content that uses that Customer Font.
- 29. Third-Party Services.** Adobe Spark includes features that allow Customer to use and search for content from independent third-party services from within Adobe Spark and import such content directly into Customer’s Spark Projects (defined below). Adobe Spark provides access to such third-party services as a convenience only. Some third-party services or content may be offered for personal, non-commercial use only. For more information please visit [Image Use Rights](#). All other requirements in the General Terms regarding use of third party providers apply.
- 30. Personal Information of Spark Visitors; Customer Responsibilities.** As between Adobe and Customer, Customer is solely responsible for all personal information of visitors to Customer’s Adobe Spark Projects (**“Spark Visitor(s)”**) that Customer may collect via Customer’s Spark Projects when Spark Visitors view, access, or use Customer’s Spark Projects. **“Spark Projects”** mean the projects Customer creates using Adobe Spark such as videos, web pages, and graphics. Customer must comply with all applicable data security and privacy laws applicable to any personal information of Spark Visitors and Customer’s indemnity obligations under the Agreement shall apply to breach thereof.