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; Installation**.

   2.1   **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.

   2.2   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.

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. **Serial Numbers**. This section applies to Customer if Customer is utilizing serial numbers to deploy On-premise Software as of the Effective Date. Adobe is updating its application licensing technology. Once Adobe ports the On-premise Software to this new technology starting in October 2018, new versions of the On-premise Software will not be accessible to those Customers who use serial numbers to deploy the On-premise Software.

5. **Sample Files.** Customer may use Sample Files only for the purpose for which they were provided. "**Sample Files**" means the Adobe-provided sample files such as content images, clip art, stock images or sounds for use in tutorials, demonstrations, and for other trial purposes, which may be identified as sample files. Customer may not distribute Sample Files on a stand-alone basis (i.e., any circumstance where the primary value of the distributed product lies in the Sample Files) nor claim any rights in the Sample Files.

6. **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.

7. **Embedded Use**. Customer may embed or distribute, as applicable, any software made available to Customer through the On-Premise Software (including 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.

8. **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 Adobe Product Specific Licensing Terms associated with the Adobe On-demand Services. If Customer does not agree to the applicable Product Specific Licensing Terms, Customer is not permitted to access or use the On-demand Services.

9. **After Effects Render Engine**. Customer may install an unlimited number of Render Engines on Computers within its intranet if at least one Computer 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.

10. **Digital Certificates**. 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.

11. **Adobe Runtime**. If the On-premise Software includes Adobe AIR, Adobe Flash Player, Adobe Shockwave Player, or portion of the On-premise Software embedded in a presentation, information, or materials created and generated using the On-premise Software (collectively "**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.

12. **Adobe FrameMaker or RoboHelp**. If the On-premise Software includes Adobe FrameMaker or RoboHelp software, use of the Adobe PDF Creation Add-On software that may be installed with FrameMaker or RoboHelp software is permitted only in conjunction with the FrameMaker or RoboHelp software. All other uses of the Adobe PDF Creation Add-on software under this license, including use with other software or applications, are prohibited.

13. **Redistributables in Adobe RoboHelp**. Customer may reproduce and distribute, in object code form only, any code designated as available for redistribution ("**Redistributables**"), provided, that Customer (A) does not distribute the Redistributables as a stand-alone product and (B) agrees to indemnify, defend and hold Adobe harmless from any and all liabilities (including attorney's fees) arising from any Claims that arise from or are related to the use or distribution of any software application product that incorporates the Redistributables.

14. **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.

15. **Third-Party Notices**.

    15.1 **Third-Party Notices.** The creators or third-party licensors of certain standards and technology ("**Third-Party Materials**"), require that certain notices be passed through to the end users of the On-premise Software. These third-party notices are located at http://www.adobe.com/go/thirdparty (or a successor website thereto) ("**Third-Party Notice Page**"). 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.

    15.2 **AVC DISTRIBUTION**. The notices applicable to On-premise Software containing AVC import and export functionality are located on the Third-Party Notice Page: http://www.adobe.com/go/thirdparty (or a successor website thereto).

16. **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 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.

17. **Modification**. Adobe will make reasonable efforts to notify customer of any modification or discontinuation of any On-premise Software or any portions thereof. Adobe will provide Customer with a pro-rata refund of prepaid fees for any discontinued On-premise Software.

18. **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.