



## PSLT – Adobe Desktop Software (2016v1.2)

### 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.** If Customer licenses the On-Premise Software on a per-User basis, then 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. 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.

**4. Content Files.** Customer may use, display, modify, reproduce, and distribute any of the Adobe-provided sample files such as 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.

**5. 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.

**6. 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.

**7. 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.

**8. 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.

**9. 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.

**10. 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.

- 11. 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.
- 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, lawsuits, or other legal proceedings 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 on a Computer within its intranet solely for the purpose of encoding, decoding, or transcoding projects created by licensed instances of the On-Premises 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-Premises Software. Customer may not use the foregoing implementation of Adobe Media Encoder to offer, use, or permit the use of Adobe Media Encoder with (1) software other than the On-Premises Software, (2) as part of a hosted service, (3) on behalf of any third party, (4) on a service bureau basis, or (5) for operations that are not initiated by an individual.

## **15. Third-Party Notices.**

- 15.1 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 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”). 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.