PSLT – Adobe Digital Publishing Services (2015v2)

1. **Licensing Terms**

    1.1 **Per Application License.** If Customer has a valid license to Digital Publishing Suite or Digital Publishing Solution under the Application model, Customer may develop and distribute Applications generated by Digital Publishing Suite, Digital Publishing Solution or both within the Territory up to the maximum number stated in the Sales Order (if so stated) for then-currently supported platforms (e.g., if Customer previously purchased a license to two Digital Publishing Suite-generated Applications, then Customer could distribute (a) two Digital Publishing Suite- generated Applications; (b) two Digital Publishing Solution generated Applications; or (c) one Digital Publishing Suite- generated Application plus one Digital Publishing Solution generated Application; but for (a), (b) and (c) in no event would Customer be permitted to distribute more than two Applications).

    1.2 **Fulfilment.** If Customer is currently licensing Digital Publishing Suite on a Fulfillment model, then these terms apply only to Digital Publishing Suite and not to Digital Publishing Solution.

    A. Unless otherwise set forth in an applicable Sales Order, any unused Fulfillments expire 1 year from the License Term Start Date identified in the applicable Sales Order and does not carry over and is are not valid for any other purpose past the end of such year.

    B. Customer may track Customer's available Fulfillments through the Digital Publishing Portal. "**Digital Publishing Portal**" means the singular launch point for Customers to use and access Digital Publishing Suite. If at any time Customer's Fulfillment number is zero (i.e., there is no available Fulfillment; such event is referred to as ("**Fulfillment Renewal**")), then Adobe may advance additional Fulfillments or Fulfillment Bundles pursuant to the then-current fee schedule during a Grace Period determined at Adobe's sole discretion (typically the "**Grace Period**" would be 30 days). Such advancement of Fulfillments is effective as of the date that Fulfilment Renewal occurs and not the date or advancement or purchase. Customer must purchase additional Fulfillment Bundles pursuant to the current fee schedule prior to the end of the Grace Period so that the total available Fulfillments is more than zero. These additional Fulfillment Bundles expire on the 1st anniversary of the date of Fulfillment Renewal. Any advancement during the Grace Period will be deducted from these additional Fulfillment Bundles. Customer is solely responsible and liable for any outstanding payments and fees related to Fulfillment Renewal, including without limitation fees for advancing Fulfillments or Fulfillment Bundles to Customer during the Grace Period. Upon Customer's failure to make payment as stated in this Agreement, Adobe may (1) suspend publication of folios; (2) restrict Fulfillments; (3) suspend Fulfillments; and/or (4) terminate Customer's account. This Section 3 does not apply to Customers based in Russia, in Russia there is no Grace Period and fulfilments will cease on the Fulfillment Renewal date.

    C. The Fulfillment limitations do not apply to Digital Publishing Solution Applications.

    1.3 **Adobe Analytics for Essentials Apps.**

    A. **Distributed Code Restriction**. Digital Publishing Solution includes use of Adobe Analytics Distributed Code and such use is restricted to use that is in combination with and directly related to the Customer's use of Digital Publishing Solution .article files. For purposes of Adobe Analytics Essentials for Apps, any reference to Customer Site in the Agreement is hereby replaced with the following: "**Customer Site**" means any current or future Digital Publishing Solution created application: (A) that is owned and operated by Customer, or is hosted or operated by a third party of Adobe on Customer's behalf; (B) that contains Customer's brand or logo; and (C) that maintains a privacy policy or terms of use governing data collection practices that Customer maintains and controls, and that complies with applicable privacy or data protection laws that mandate the privacy disclosures and data collection practices for such application.

B. **Use Restrictions**. Adobe Analytics Essentials for Apps does not include a license to access or use and Customer agrees that it will not access or use the Adobe Marketing Cloud, the Adobe Analytics User Interface, Ad Hoc Analysis, Data Workbench, ReportBuilder, ClickMap, or any functionality or capability that is available only through the Adobe Marketing Cloud, or the Adobe Analytics User Interface, including but not limited to Adobe Analytics reporting functionality available in the Adobe Analytics User Interface, Acquisition, Messaging, Location/points of interest features, or any additional features, functionality, services, or enhancements available as part of the regular Adobe Analytics Products and Services.

1.4 **Distribution.** Customer may distribute the Application(s) within the Territory up to the maximum number and for the purposes as stated in the Sales Order to end users. Customer will ensure that each Application and Testing Application is distributed to or made available to the end users under an end user license agreement that is no less protective of Adobe's interests than the terms of this Agreement, including provisions regarding warranties and damages. Customer remains liable for any obligations or liabilities to Adobe arising or resulting from the acts or omissions in breach of these terms and conditions by Customer's distributors. One Application may run on multiple platforms (e.g., iOS and Android) if it includes the same Customer Content.

1.5 **Test and Development**. Customer may use and access Digital Publishing Services within the Territory for testing and developing Applications and Testing Applications**.** Customer may distribute any Testing Application for a period of up to 60 days from the date of first distribution. Customer is prohibited from submitting any Testing Application to any device app "store" or marketplace and/or distributing any Testing Application internally for productive level use.

1.6 **Agency License**. If Customer is an agency and if expressly permitted in the Sales Order, then Adobe grants to Customer a non-exclusive right to create and distribute Applications and Customer Content on behalf of Customer's clients pursuant to this PDM and the terms at http://www.adobe.com/content/dam/acom/en/legal/terms/enterprise/pdfs/2015.05.19-Additional-Agency-Terms.pdf (or other URL provided by Adobe).

1.7 **Reports**. Adobe may generate reports to ensure that Customer is in compliance with the license scope and limitations identified in the applicable Sales Order.

1.8 **Font Software**. Adobe grants Customer a license to embed copies of the font software generally available through the Digital Publishing Services user interface into Customer's .folio files and .article files only.

1.9 **Termination.** Adobe may at any time terminate Customer's license to use and access the Digital Publishing Services if (a) Adobe is required to do so by law (for example, where the provision of the Digital Publishing Services to Customers is, or becomes, unlawful); or (b) if it becomes impractical for Adobe to continue offering Digital Publishing Services in Customer's region due to change of law.

2. **Output Files.** Customer may only distribute .folio files and .article files through an Authorized Viewer or to a licensee of the .folio specification. Customer may not distribute the files in (A) .folio format to a third party (other than to an Adobe licensee of the .folio specification) for the purpose of creating a viewer to such file format, distributing such file through the third-party viewer, or otherwise circumvent any digital rights management related to such file or the Distributed Code; and (B) .article format to a third party for the purpose of creating a viewer to such file format, distributing such file through the third-party viewer, or otherwise circumvent any digital rights management related to such file or the Distributed Code. Customer must not reverse engineer .folio files and .article files directly output from any Adobe-branded application or service.

3. **Upgrades**. Customer must use reasonable efforts to update the Application with any updates or upgrades to the Distributed Code and Digital Publishing Services provided to Customer by Adobe within a reasonable period of time after Customer first receives the applicable update or upgrade. By not migrating to the latest updates or upgrades (A) components of the Digital Publishing Services may not continue to effectively operate on the user's device (e.g., due to a change or update to the operating system on the user's device); and (B) Applications may not function and Customer may have to plan and create new Applications.

4. **Web Viewer**. For Digital Publishing Suite, Customer may not (A) embed the Web Viewer in an iFrame (or equivalent) without using the library associated with the Web Viewer nor (B) reverse engineer or modify any library

associated with the Web Viewer. For Digital Publishing Solution, Customer may not (A) embed the Web Viewer in an iFrame (or equivalent) nor (B) reverse engineer or modify any web viewer code.

5. **Customer Content**. Adobe will not remove Customer Content that Adobe hosts on Customer's behalf until (A) Adobe is put on actual notice that such content violates the law; and (B) Customer fails to remove the Customer Content after Adobe provides Customer a reasonable opportunity do so. Upon Customer's failure to remove unlawful Customer Content within a reasonable time following notice, Adobe has the sole discretion to determine whether to remove the Customer Content stated in the notice or suspend or terminate Customer's license to access and use the Digital Publishing Services.

6. **Definitions**

6.1 "**Application**" or "**App**" means a unique Customer-branded Authorized Viewer intended to display a Project to Customer's users that is either (a) submitted to an App store supported by Digital Publishing Services; (b) in use within Customer's organization solely for the benefit of Customer; or (c) distributes Customer Content through the Web Viewer. A substitute for a discontinued Application is considered a new Application.

6.2 "**Authorized Viewer**" means a viewer application that is authorized by Adobe to display .folio files or .article files. Authorized Viewer includes Adobe-branded viewer applications.

6.3 "**Project**" means (a) for Digital Publishing Solution, a Customer created repository intended to deliver Customer Content to an Authorized Viewer; and (b) for Digital Publishing Suite, a set of Digital Publishing Suite accounts to deliver a single body of Customer Content to Authorized Viewers.

6.4 "**Territory**" means countries where Customer is permitted to use Digital Publishing Services or deliver Customer Content to an Application under applicable law unless otherwise restricted in the applicable Sales Order. Except as stated in a separate addendum, **the People's Republic of China is expressly excluded from "Territory".**

6.5 "**Testing Application**" means a Customer-branded Authorized Viewer intended to display a Project only for internal, non-production testing and development purposes.

6.6 "**Web Viewer**" means an internet browser-based version of the Application.