



PSLT– Adobe FrameMaker Publishing Server (2019v1)

1. **Additional License Terms.** Customer may install and use the On-premise Software on a per-4 Core basis, on the licensed platforms and configurations, in a manner consistent with its design and Documentation.

1.1 Adobe grants Customer the right to run a single physical machine/single Virtual Machine instance for each valid license of On-premise Software that Customer has obtained, as long as the number of Cores in such single physical machine, or assigned to such single virtual machine, is less than or equal to 4. For example, if Customer has 16 Cores in a single physical machine, or if Customer has assigned 16 cores to a single VM instance, Customer would need 4 On-premise Software licenses.

1.2 The total number of Cores operating the On-premise Software in the Computer may not exceed the licensed quantity, and will be the greater of (a) the exact number of Cores operating the On-premise Software in the case when Customer configures the Computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of Cores that actually operate the On-premise Software is less than the total number of Cores on that Computer; or (b) the sum of all the Cores contained in every CPU on the Computer.

1.3 Customer may install and use the On-premise Software only for the purpose of (1) permitting Users connected to its Internal Network to download the On-premise Software for installation, or (2) permitting Users to use the On-premise Software through the use of commands, data, or instructions from a Computer connected to Customer's Internal Network. In addition, Customer may also permit external users to access such On-premise Software via an external network provided that:

(a) The On-premise Software is only an interface to, or an extended service to be used to, directly support Customer's beneficial business purpose.

(b) Those accessing the On-premise Software via an external network do not have any right or ability to use the On-premise Software for their own purposes and may only access and use the On-premise Software to interface with, or to use an extended service of, Customer's direct beneficial business purpose; and

(c) Any download of the On-premise Software, in whole or in part, is prohibited.

2. **Prohibited Use.** Customer must not install or access (either directly or through commands, data, or instructions) the On-premise Software: (a) for enabling web hosted workgroups or web hosted services available to the public; (b) by any individual or entity to use, download, copy, or otherwise benefit from the functionality of the On-premise Software unless licensed to do so by Adobe; (c) as a component of a system, workflow or service accessible non-authorized Users; or (d) for operations not initiated by an individual User (e.g., automated server processing).

3. **Third-Party On-premise Software 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 (or a successor website thereto). The inclusion of these third-party notices does not limit Adobe's obligations to Customer for Third Party Materials integrated into the On-premise Software.

4. **Definitions.**

4.1 "**Core**" means a physical or virtual core capable of independently manipulating and operating the On-premise Software. In physical deployment, Core refers to a single processing unit within the CPU of a Computer. In virtual deployment, Core refers to the unit of processing power within a Virtual Machine. A virtual Core is the

virtual representation of a single hardware thread within the underlying processing core.

- 4.2 “**CPU**” is each distinct central processing unit (physical) within the Computer. Each CPU may contain one or multiple processing Cores.
- 4.3 "**Internal Network**" means Customer's private, proprietary network resource accessible only by authorized Users. Internal Network specifically excludes the Internet or any other network community open to the public, including membership or subscription driven groups, associations or similar organizations. Connection by secure links such as VPN or dial up to Customer’s Internal Network for the purpose of allowing Users to use the On-premises Software is deemed use over an Internal Network.
- 4.4 "**Virtual Machine**" (or "**VM**") means a technical environment that contains the components necessary to operate multiple instances of On-premise Software installed on a single Computer as if any instance of such software was separately installed on a separate Computer.