PSLT - Adobe InDesign Server (2020v1)

References to "On-premise Software" in this PSLT are to InDesign Server.

1. Additional Definitions.

- **1.1** "Development License" means a license that is restricted to non-production use for testing or staging and is for use with automated publishing solutions made accessible to Customer or Users via the internet or Customer's Intranet.
- **1.2 "Intranet"** means a private proprietary computer network accessible by Customer and Users. Intranet does not include portions of the Internet, network communities open to suppliers, vendors, or service providers, or network communities open to the public (such as membership or subscription-driven groups, associations, and similar organizations).
- **1.3** "Limited License" means an internal facing, automated or semi-automated publishing solution for use within Customer's Intranet.
- **1.4** "Premium License" means for use with automated publishing solutions made accessible to Customer or users other than Customer's employees via the internet in addition to rights to use within Customer's Intranet.
- **1.5** "Server" means a Computer designed or configured for access by multiple Users through Customer's Intranet.

2. Additional License Terms.

- 2.1 Limited License. If Customer has obtained a Limited License for the On-premise Software as identified on the Sales Order, then Customer may install and use the On-premise Software only for the purpose of (a) permitting Users connected to its Intranet to download the On-premise Software for installation or (b) permitting Users to use the On-premise Software through the use of commands, data, or instructions from a Computer connected to Customer's Intranet.
- **2.2 Premium License**. If Customer has obtained a Premium License for the On-premise Software, as identified on the Sales Order, then Customer may install and use the On-premise Software within its Intranet on up to the permitted number of Computers. Customer may permit external users to access the On-premise Software to external users 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 to access 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.
- **2.3 Development License.** If Customer obtained a Development License, then Customer may use the On-premise Software on the licensed platforms only in Customer's technical environment for staging and testing purposes.
- 3. Open Source Software. The On-premise Software may not be integrated or combined with any software that is licensed under a VOSL. Customer will be liable for any action it takes or permits that could subject Adobe or the On-premise Software to the obligations of VOSL. For the purposes of this section, "VOSL" or "Viral Open Source Licenses" means the GNU General Public License (GPL), GNU Affero General Public License (AGPL), GNU Lesser General Public License (LGPL), or any other license that requires (as a condition of use, modification or distribution) that software be: (A) disclosed or distributed in source code form; (B) licensed for the purpose of making derivative works; or (C) redistributed at no charge.

- 4. Content Files. Customer may use, display, modify, reproduce, and distribute any of the Adobe-provided sample files such as fonts, stock images, or sounds ("Content Files"), except Customer must not distribute Content Files on a stand-alone basis. Customer may not claim any copyright or trademark rights in the Content Files or any derivative works of the 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.
- 5. Embedded Use. Customer may embed or distribute, as applicable, any software made available to Customer through the On-Premise Software (including fonts, 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. 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.
- **6. Font 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 On-premise Software. Customer may use fonts only in connection with the On-premise Software and not with any other products or services.
- 7. 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 Onpremise Software. These third-party notices are located at http://www.adobe.com/go/thirdparty (or any successor page 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.