



## 1. License.

- 1.1. Customer may install the On-premise Software within Customer's intranet on up to the permitted number of Computers specified in the Sales Order, unless otherwise indicated under a valid license (e.g., volume license) granted by Adobe
- 1.2. Customer may install and use the On-premise Software on a server to permit Users on a Computer connected to Customer's intranet to access and use the On-premise Software. The total number of Users (not the concurrent number of Users) must not exceed the license quantity stated in the Sales Order. For example, if Customer has purchased 10 licenses of On-premise Software (the license quantity is 10) and Customer installs the On-premise Software on a server, then Customer can only allow up to 10 Users to access and Use the On-premise Software (even though Customer may have more than 10 Users of Customer's intranet).
- 1.3. Customer must not install or access (either directly or through commands, data, or instructions) the On-premise Software: (A) from or to a Computer not part of Customer's internal network; (B) to enable web hosted services available to the public; (C) accessible by more than the licensed number of Users, or (D) for operations not initiated by an individual user (e.g., automated server processing).
- 2. Output Device. Customer may output the font software to any output device(s) connected to permitted Computer(s). Customer may download the On-premise Software to the memory (hard disk or RAM) of one output device connected to at least 2 Computers for the purpose of having the On-premise Software remain resident in such output device, and on one additional such output device for every multiple of twenty (20) represented by the Permitted Number of Computers.
- **3. 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.
- 4. Format Conversion. Customer may convert and install the On-premise Software into another format for use in other environments, subject to the following conditions: (A) a computer on which the converted On-premise Software is used or installed will be considered one of Customer's licensed quantity of Computers; (B) the converted On-premise Software is used by Customer in accordance with the terms of this Agreement, and (C) the converted On-premise Software may be used only for Customer's own customary internal business or personal use and may not be distributed or transferred for any purpose.
- 5. Embedded Use. Customer may embed copies of the On-premise Software into Customer's electronic documents for the purpose of printing and viewing the document. If a component of the On-premise Software is identified as "licensed for editable embedding" on Adobe's website at <a href="http://www.adobe.com/products/type/font-licensing/additional-license-rights.html">http://www.adobe.com/products/type/font-licensing/additional-license-rights.html</a>, Customer may embed those components of the On-premise Software for the additional purpose of editing Customer's electronic documents. No other embedding rights are implied or permitted.
- 6. Modification. If a component of the On-premise Software is identified as "licensed for modification" on Adobe's website at: <a href="http://www.adobe.com/products/type/font-licensing/additional-license-rights.html">http://www.adobe.com/products/type/font-licensing/additional-license-rights.html</a>, Customer may modify those components of the On-premise Software only for Customer's own customary internal business or personal use and Customer may not distribute or transfer such modified components for any purpose. On-premise Software listed on the website as non-modifiable may be converted in accordance with section 4 above but may not be otherwise modified in any way.

- 7. **Update.** Upon installing an upgrade or update, Customer may simultaneously install the previous version of the Onpremise Software to assist Customer in the transition to the upgrade or update only for a reasonable period of time (not to exceed 180 days), after which period, Customer must uninstall and cease using the previous version. Except for this limited right to simultaneous installation and use, this right does not otherwise constitute an increase in the scope of use granted to Customer under the applicable Sales Order.
- 8. 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 <a href="https://www.adobe.com/products/eula/third-party/index.html">www.adobe.com/products/eula/third-party/index.html</a> (or the successor website). 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.

## 9. Definitions.

9.1 "On-premise Software" means, for the purpose of this Retail Fonts PSLT, the Adobe or third party fonts, Font Folio, Documentation, and any modified versions and copies of, and upgrades, updates and additions to, such information, provided to Customer by Adobe at any time, to the extent not provided under a separate agreement.