

Adobe Developer Additional Terms

Last updated Jun 5, 2018. Replaces all prior versions (including prior versions of the Developer Terms & Conditions of Use and the Adobe Exchange Agreement) in their entirety.

These Additional Terms govern your use of Adobe SDKs, APIs, developer Portals, and Works for Adobe Creative Cloud and Document Cloud Services and Software and are incorporated into the Adobe General Terms of Use located at <http://www.adobe.com/legal/terms.html> (these Additional Terms and the General Terms are collectively referred to as the “**Terms**”). Capitalized terms not defined here have the same meaning as defined in the Adobe General Terms of Use.

Your agreement to these Terms supersedes any prior agreements between you and Adobe regarding Adobe SDKs, APIs, Portals and Works for Adobe Creative Cloud and Document Cloud Services and Software. These Terms do not govern use of Adobe SDKs, APIs, and the Exchange site for Adobe Experience Cloud products or services.

1. Definitions.

- 1.1. “**Adobe ID**” means the unique username and password and profile information you use to create a developer account and to log-in and access the Service.
- 1.2. “**Adobe Payment Processor**” means Adobe’s third-party payment processor which may require you to enter into a separate direct payment processor agreement and provide certain additional information.
- 1.3. “**Adobe Sign-in Buttons and Sign-in Template**” means the distinctive button graphic and separate sign-in screen interface template made available by Adobe and required for display in or on a user interface as the visual prompt to facilitate or initiate the Service log-in mechanism, as shown and described in the Branding Guidelines on adobe.io Portal.
- 1.4. “**Adobe Trademarks**” mean those Adobe trademarks, names, logos, icons, Badges and Creative Branding in the Branding Guidelines, on the adobe.io Portal and provided to you on the Adobe Exchange Portal to promote the availability of your approved Developer Software through the Adobe Exchange Service.
- 1.5. “**AIR SDK**” means the AIR Build Tools, AIR Object Code Redistributables, AIR Runtime Components, and AIR SDK Source Files and AIR Sample Code.
- 1.6. “**AIR Build Tools**” means build files compilers, runtime libraries (but not the complete Runtime Software) provided by the AIR SDK, including, for example, the contents of the bin, lib, and runtime directories, adl.exe, adl.bat and adt.jar.
- 1.7. “**AIR Object Code Redistributables**” means those files in object code format located in the /runtimes/air-captivate/mac, /runtimes/air-captivate/win, lib/aot/lib, /lib/android/lib/runtimeClasses.jar, and /runtimes/air/android/device/Runtime.apk folders, if included with the version of the SDK provided to you in connection with this agreement.
- 1.8. “**AIR Runtime Components**” means any of the individual files, libraries or executable code contained in the Runtime Software directory (e.g, the runtime folder) or the Runtime Software utilities included in the utilities directory or installer files. Adobe AIR.dll, runtime executables, template.exe and template.app are examples of Runtime Components.
- 1.9. “**AIR Runtime Software**” means the Adobe runtime software in object code format named “Adobe AIR” that is to be installed by end users and all updates to such software made available by Adobe.
- 1.10. “**AIR SDK Source Files**” means source code files included in the directory “frameworks” that accompany this agreement.
- 1.11. “**API**” means the application programming interfaces, which are a set of routines, protocols, and tools that specify how software components interact. The APIs may be specified in header files, JAR files, the SDK Plug-In APIs

as defined in the header files and demonstrated in plug-in example code and related information in object code format and/or as libraries that Adobe has included as part of the SDK to distribute unmodified with Developer Software that facilitate access to, and interoperate with, the Services and Software. This definition includes all APIs provided under these Additional Terms, including the AIR SDK.

1.12. "**API Key**" means the API access credential assigned to your Developer Software and linked to your Adobe ID, which is used by Adobe to associate and authenticate your API activity and Developer Software.

1.13. "**Badges**" means the trademarks, including logos, icons and text identified as a badge in the Branding Guideline or on the Portals.

1.14. "**Branding Guidelines**" means any instructions or guidelines that may be published or provided to you by Adobe in connection with your use of the Adobe Trademarks.

1.15. "**Creative Branding**" means the Badges, Adobe Sign-in Buttons and Sign-in Template, and Feature Icons as shown and described in the Branding Guidelines on the adobe.io Portal.

1.16. "**Developer Software**" means any software applications, programs, add-ons, extensions, plug-ins and other technologies you develop with or using an SDK and API to access, function or interoperate with the Services and Software, or that you develop to add features or functionality to the Services or Software.

1.17. "**Feature Icons**" means the graphic icon made available by Adobe and required for display in or on a user interface to uniquely identify certain discrete Services and Software features, components or processing functions.

1.18. "**Portals**" mean the Adobe developer site located at <https://www.adobe.io/> and the Adobe Exchange site and producer portal located at <https://adobeexchange.com/> for Creative Cloud and Document Cloud.

1.19. "**Prohibited Data**" means data which would allow Adobe to identify a specific natural person (rather than their device), such as their telephone number, email address, government issued identification number, name, postal address.

1.20. "**Sample Code**" means object code and/or source code, excluding Sample Files, that we include for you to incorporate into your Developer Software in accordance with these Terms

1.21. "**SDK**" means Adobe software development kits and all associated materials, system files, Sample Code, tools, programs and utilities, plug-ins, Sample Files, and related documentation. This definition includes all SDKs provided under these Additional Terms, including the AIR SDK and PhoneGap SDK.

1.22. "**Works**" means only the images designated as "standard" on the Adobe Stock website. Work specifically excludes videos, 3D content, premium content, content designated as "editorial use only," and all other content not designated as "standard."

2. Developer Credentials.

2.1. **Adobe ID.** You must create an Adobe ID and online developer account profile to obtain and use a SDK, API Key or Portal, or to create a plug-in or extension. You must keep your account profile up-to-date with current account information, including current contact information, at all times. You are responsible for all activity that occurs via your account. You must notify Adobe Customer Support immediately if you become aware of any unauthorized use of your account. You may not (a) share your account information (except with an authorized account administrator) or (b) use another user's account.

2.2. **API Key.** If the relevant API requires an API Key to access the Services and Software, you must obtain a separate API Key for each Developer Software. Until your Developer Software is approved by us for distribution, the API Key may only be used for internal development and testing of Developer Software, and may not be used in connection with any Developer Software made available to third parties. Details on the approval process are in these Terms, on the Portals or otherwise communicated to you by us.

2.3. **API Usage Data.** We may collect aggregate usage data for any Developer Software using an SDK, API or Portal. This information is associated with your Adobe ID and online developer account profile and allows us to maintain security, monitor performance, and improve quality and features.

3. Licenses.

3.1. **Adobe Intellectual Property Rights.** The items contained in the Services and Software are our and our supplier's intellectual property and are protected by law, including United States copyright and patent law, international treaty provisions and applicable laws of the country in which they are being used. You will ensure that all copies of the SDKs or APIs, or any component of the SDKs or APIs, reproduced for any reason by you, contain the same copyright notices, and other proprietary notices, as appropriate, which appear in the items as provided by us. We and our suppliers retain title and ownership of the items in the Services or Software, the media on which it is recorded and all subsequent copies, regardless of the form or media in or on which the original and other copies may exist.

3.2. **Licenses you grant to Adobe.** You grant us a worldwide, nonexclusive license to use, reproduce, and otherwise test your Developer Software for approval for distribution. If you submit Developer Software through a Portal (e.g., Adobe Exchange Portal) to make it available on a Service (e.g., the Adobe Exchange Service), then you grant us a worldwide, nonexclusive, royalty free, fully paid up license to publicly display, publicly perform, modify, sublicense and distribute your Developer Software to end users via the Service. You grant us a worldwide, nonexclusive license to use your name, logos or other marks and descriptive materials, and to publicly refer to you or your Developer Software to advertise and promote the Services and Software and your Developer Software.

3.3. License Adobe Grants to You.

(a) **Internal Development.** Subject to the Terms, we grant you a nonexclusive, nontransferable, revocable license to use and reproduce the SDK and API Key for the internal development and testing of your Developer Software.

(b) **Distribution.** Subject to the Terms, including the approval rights set forth in section 4, we grant you a nonexclusive, nontransferable, revocable license to use, reproduce and distribute the SDK and API Key solely in and with your approved Developer Software.

(c) **Sample Code.** You may use, modify or integrate all or portions of any Sample Code we provide with the SDK (whether or not labeled "sample code" in the folders and files included with the SDK) with your Developer Software. Subject to the approval rights in section 4, you may distribute the Sample Code and any modifications as part of your Developer Software in object code form only. You agree to retain and reproduce in full any Adobe copyright, disclaimers, or other proprietary notices (as they appear in the Sample Code) in all copies, modifications, or integrations of the Sample Code that you are permitted to make under these Terms. Any modified or integrated portion of any Sample Code provided by us remains subject to these Terms.

3.4. **Modifications.** We may modify, update, or discontinue any SDK, API (including any of their portions or features), or Portals at any time without notice or liability to you or anyone else.

3.5. **Non-Public APIs.** You may not publicly show or disclose any APIs that are not publicly documented at the time you are given access to them. The use of such non-public APIs may be subject to additional obligations of confidentiality.

3.6. **Third-Party Terms.** The SDK or API may contain third-party software (such as free or open source software) and may be subject to additional terms and conditions typically found in a separate license agreement or a "ReadMe" file or in the "Third Party Software Notices and/or Additional Terms and Conditions" found at <http://www.adobe.com/go/thirdparty> (collectively, "Third-Party License Terms"). The Third-Party License Terms may require you to pass through notices to your end users. The Third-Party License Terms control in the event of a conflict between these Terms and such Third-Party License Terms.

3.7. **Other Adobe Services.** These terms do not grant your any rights in any of Adobe's services, software or the content accessed through them.

4. Distribution of Developer Software.

4.1. **Approval by Adobe.** We reserve the right to restrict distribution of any Developer Software (including access to Services and Software by Developer Software) unless approved by us, in our sole discretion. As part of the approval we may review your Developer Software for compliance with the Terms, including identifying security issues that could affect Adobe or its users. We also reserve the right to require re-approval for any changes to Developer Software (including bug fixes, updates, upgrades, revisions, and new releases). Details on the approval process will be on the Portals. We may withdraw approval for any Developer Software at any time for any reason, including for failure to comply with future versions of the Adobe General Terms of Use or Additional Terms. If approval for your Developer Software is withdrawn, you must cease distribution of and cease accessing the Services or Software through it within 10 days of notice.

4.2. **Distribution Channels.** We reserve the right to require approved Developer Software to be distributed through the Adobe Exchange Service and to restrict distribution of approved Developer Software through any channels not approved by us.

5. Requirements and Restrictions.

5.1. **No Modifications or Reverse Engineering.** Except as expressly permitted in these terms, you may not (a) modify, port, adapt or translate any portion of any SDK or (b) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or any portion of any SDK or API. If the laws of your jurisdiction give you the right to decompile an SDK to obtain information necessary to render the licensed portions of the SDK interoperable with other software, you may do so only after you first request such information from us. We may, in our discretion, either provide such information to you or impose reasonable conditions, including a reasonable fee, on such use of the source code to ensure that our and our suppliers' proprietary rights in the SDK source code are protected.

5.2. **No Interference with Services or Software.** Except as permitted by the APIs, you may not create Developer Software that (a) removes any "About" or "Info" screens or pages in any Services and Software, or (b) interferes with the functionality and/or appearance of any Services and Software or any component thereof.

5.3. **No Localization of the Services or Software.** You may not use the SDKs to develop software that would allow for the Localization of the Services or Software. "Localization" means a modification to the default language of the installed Services and Software, including, but not limited to, the Services or Software's user interface.

5.4. **No Unbundling.** The SDKs may include various applications, utilities and components, may support multiple platforms and languages or may be provided to you on multiple media or in multiple copies. Nonetheless, the SDKs are designed and provided to you as a single product to be used as a single product on computers and platforms as permitted herein. You are not required to use all component parts of an SDK, but you may not unbundle or repack the component parts of an SDK for distribution, transfer, resale or use on different computers.

5.5. **Malware.** You will not take any action that exposes any part of the Services and Software to any malicious or harmful code, viruses, Trojan Horses, worms, time bombs, cancelbots or other malware intended to cause destruction or disruption.

5.6. **Illegal Software.** You may not use the Services or Software to create Developer Software which violates any law, statute, ordinance, regulation or rights (including any laws, regulations or rights respecting intellectual property, computer spyware, privacy, trade control, unfair competition, antidiscrimination or false advertising) when used in the way it is intended or marketed.

5.7. **Trade Controls.** Your Developer Software is subject to US and international laws, restrictions and regulations (collectively, "Trade Laws") that may govern the import, export, and use of your Developer Software. You represent and warrant that you have received all necessary permissions from the applicable governmental authorities for the import, export, and use of the Developer Software. In addition, you represent and warrant that you are not a citizen

of, or located in, an embargoed or otherwise restricted nation (including Iran, Syria, Sudan, Cuba, Crimea and North Korea).

5.8. Open Source Software. You will not merge, integrate, or use an SDK or API, or any portion, with any software that is subject to license terms that require any Adobe intellectual property to be licensed to or otherwise shared with any third party (for example only, GPL license terms).

5.9. Usage Limits. We may limit the number or type of calls accepted by or to an API if we believe that the number of calls may negatively impact the API, the Software, or the Service.

5.10. No sublicensing. You may not sublicense an API for use by a third party. You may not (a) rent, lease, lend or grant other rights in the SDK or API, including rights on a membership or subscription basis, or (b) provide use of the SDK or API in a computer service business, third party outsourcing facility or service, service bureau arrangement, network, or time-sharing basis.

5.11. Creating software to function similar to the API. You may not create Developer Software that does not add significant functionality or features beyond those provided by the API. You may not create any Developer Software that is competitive to or similar to Adobe technologies or products. Adobe reserves the right, in its sole and exclusive discretion to reject or remove Developer Software that is similar or competitive to Adobe technologies or products.

5.12. End User Data. If you collect personally identifiable information through your Developer Software, you will: (a) comply with all applicable privacy laws and regulations, (b) post a privacy notice that you make easily accessible to users from within your Developer Software in which you clearly and accurately describe your practices for collecting, using, and sharing end user personally identifiable information with third parties, and (c) respect your end users privacy and honor and adhere to your privacy notice commitments. Your Developer Software must not transmit Prohibited Data to Adobe.

5.13. Transmission of Prohibited Data. Your Developer Software (a) must not transmit, provide, or otherwise make available to Adobe any Prohibited Data, and (b) must not derive Prohibited Data by any linking of, combination, or cross-comparison of, the data you give to us with other data that you acquire from third-party sources.

5.14. Privacy. The Adobe Privacy Policy (<http://www.adobe.com/go/privacy>) allows tracking of website visits and it addresses in detail the topic of tracking and use of cookies, web beacons and similar devices.

5.15. Non-Blocking of Adobe Development. We are currently developing or may develop technologies or products that have or may have design or functionality similar or competitive to your Developer Software. Nothing in the Terms limit our right to develop, acquire, license, maintain, or distribute technologies or products. You agree not to assert any patent owned by you covering your Developer Software against us, our subsidiaries or affiliates, or their customers, agents, or contractors for the manufacture, use, import, licensing, offer for sale, or sale of any Services or Software. You also agree that this is a non-exclusive relationship.

5.16 End User Support. You are responsible for providing support to end users of your Developer Software.

6. Fees, Revenue Share and Payment Processing.

6.1. Fees Charged by Us. We reserve the right, at any time, to set prices or charge a fee to you or to end users of your Developer Software (directly or through revenue sharing) for use of our Portals, SDKs or APIs or any of their included discrete features, components or processing functions that may be integrated or enabled in, through or by your Developer Software. Applicable fees will be specified on our Portals or in these Terms.

6.2. Fees Paid by us. If we offer a fee or a revenue share for the sale of your Developer Software through a Service, then we will pay you according to the relevant section in these Terms and payment policies for the Service (for example, section 13.2 for Adobe Exchange). We may modify any payment policies from time to time and you are responsible for checking them regularly. By continuing to submit or upload Developer Software through a Service or by not removing Developer Software, you are agreeing to any new payment policies as revised from time to time. You may designate your Developer Software as free software, in which case we may distribute the Developer

Software without liability or payment to you. Except as stated in the Terms, we have no payment obligations to you. If we offer trial, test Developer Software, we are not subject to the payment obligations in these Terms.

6.3. Adobe Payment Processor. We may use Adobe Payment Processors to facilitate payment to you and sales of Developer Software through a Service. An Adobe Payment Processor may require you to enter into a separate payment processor agreement directly with them and provide additional information. If the payment for Developer Software is processed or managed by the Adobe Payment Processor, then you acknowledge and agree that Adobe has no liability whatsoever as it relates to the delay or inaccuracy of payments and you agree to resolve any dispute related to the processing of fees directly with the Adobe Payment Processor. In addition, Adobe may share information about you with the Adobe Payment Processor, and Adobe service providers as necessary to enable your use of the Service. Adobe does not have access to or control over features that a third party may use and the information practices of third party websites are not covered by the Adobe Privacy Policy or Terms.

6.4. Taxes and Third-Party Fees. You must pay any applicable taxes, and any applicable third-party fee (including, for example telephone toll charges, mobile carrier fees, ISP charges, data plan charges, credit card fees, foreign exchange fees). We are not responsible for these fees. If any fees are charged to us, we may take steps to collect those fees from you. You are responsible for all related collection costs and expenses.

7. Trademarks.

7.1. Trademark License. We grant you a limited, nonexclusive, nontransferable, revocable license to use the Adobe Trademarks in your Developer Software, on your website, and in printed and electronic communications solely to indicate that your approved Developer Software provides a connection to, interoperates with, is compatible with or available through the Services or Software, so long as such use complies with the Terms, including the Adobe Trademark Usage Guidelines available on the Adobe website (adobe.com), the Branding Guidelines and any other applicable brand guidelines or restrictions on the Portals. Such guidelines may be revised and updated at any time by Adobe, and you will remain in compliance with the then-current version of the guidelines at all times. The Terms do not grant you rights to use any other Adobe trademark.

(a) Your use of the Adobe Trademarks in accordance with these Terms does not grant you any other right, title, or interest in any Adobe Trademarks. You acknowledge Adobe's ownership of the Adobe Trademarks, recognize the value of the goodwill associated with the Adobe Trademarks, and acknowledge that such goodwill exclusively inures to the benefit of and belongs to Adobe. You agree not to use the Adobe Trademarks in any way that will disparage Adobe or the Services or Software, damage or interfere with Adobe's goodwill in the Adobe Trademarks, infringe Adobe's intellectual property, or make a false or misleading statement regarding your Developer Software.

(b) You agree to use the Adobe Trademarks only in connection with Developer Software that (a) complies with these Terms, (b) conforms to the quality standards set by Adobe, and (c) complies with all applicable laws for the jurisdiction in which the Developer Software is made or used. Upon request, you will notify us of all locations of your use of the Adobe Trademarks and provide us with representative samples of such use. Upon request, you will assist us in monitoring and maintaining the quality and form of use of the Adobe Trademarks. Upon notice, you must cease any use of the Adobe Trademarks that we determine, in our sole discretion, is contrary to the intent of this license grant. You are solely responsible for any costs associated with removing or modifying your use of the Adobe Trademarks.

7.2. Trademark Restrictions.

(a) You may only use the Badges to market and promote your Developer Software. You may not use the Badges on or in the UI of your Developer Software.

(b) You may only use the required Adobe Sign-in Buttons and Sign-in Template on or in the UI of your Developer Software to identify, initiate or facilitate log-in to the Services. You may not use Adobe Sign-in Buttons and Sign-in Template within or outside the UI of your Developer Software to identify discrete features, components or

processing functions offered by the Services, or to market or promote your Developer Software, or in any other manner.

(c) You may only use the required Feature Icons on or in the UI of your Developer Software to identify discrete Service features, components or processing functions. You may not use Feature Icons within or outside the UI of your Developer Software as the means to initiate log-in to the Services, or to market or promote your Developer Software, or in any other manner.

(d) You may not use any Adobe trademarks, word or logo design, or any Adobe product name, or any closely similar name or design, in whole, in part, or in any abbreviated form, in the name of your Developer Software, or product icon for your Developer Software, or register or seek to register a website domain name or trademark that contains or is confusingly similar to any of the foregoing.

8. Termination & Removal

8.1. Termination by You. You may stop using the SDKs or APIs or accessing the Services or Software through your Developer Software at any time. Such termination does not relieve you of any obligation to pay any outstanding fees. Upon termination, you will stop distributing your Developer Software, stop using the SDKs and APIs, stop accessing the Services or Software through your Developer Software, and stop advertising compatibility with any Software or Service.

8.2. Termination by Us. We may terminate these Terms or deny your requests to access the Services and Software or revoke your assigned API Keys for any reason.

8.3. Survival. Upon expiration or termination of these Terms, any perpetual licenses you have granted, your indemnification obligations, our warranty disclaimers or limitations of liabilities, and dispute resolution provisions stated in the Terms will survive.

9. Additional Restrictions for AIR.

9.1. No Distribution or Modification of AIR Build Tools. You may install and use the AIR Build Tools and AIR Runtime Components solely for purpose of developing Developer Software. You may not modify or distribute the AIR Build Tools (except for files that are covered by third party licenses that allow you to do so) or the AIR Runtime Software in any manner.

9.2. Object Code Redistributables. You may distribute AIR Object Code Redistributables only as incorporated automatically (i.e., incorporated solely as a byproduct of your use of the AIR Build Tools) into your Developer Software by using the AIR Object Code Redistributables in the `/runtimes/air-captivate/mac`, `/runtimes/air-captivate/win`, `lib/aot/lib`, `/lib/android/lib/runtimeClasses.jar`, and `/runtimes/air/android/device/Runtime.apk` folders, respectively.

9.3. Distribution of Modified AIR SDK Source Files. You may distribute materially modified AIR SDK Source Files in source code or object code format on a stand-alone basis or as bundled with other components useful to developers, provided that you (a) include a copyright notice reflecting copyright ownership in such modified files, and (b) do not use "mx," "mxml," "flex," "flash," "fl" or "adobe" in any new package or class names distributed with your modified AIR SDK Source Files.

9.4. No Unauthorized Use. You may not create or distribute any software, including any Developer Software that interoperates with individual AIR Runtime Components in a manner not documented by Adobe. You may not create or distribute any software, including any Developer Software that is designed to interoperate with an un-installed instance of the AIR Runtime Software. You may not create or distribute any Developer Software that runs without installation. You are not permitted to install or use the AIR Build Tools or other portions of the AIR SDK to develop software prohibited by the Terms.

9.5. **AVC Codec Use.** This product is licensed under the AVC patent portfolio license for the personal non-commercial use of a consumer to (a) encode video in compliance with the AVC standard ("**AVC video**") and/or (b) decode AVC video that was encoded by a consumer engaged in a personal non-commercial activity and/or was obtained from a video provider licensed to provide AVC video. No license is granted or shall be implied for any other use. Additional information may be obtained from MPEG LA, L.L.C. <http://www.mpegla.com>.

9.6. **MP3 Codec Use.** You may not access MP3 codecs within the runtime libraries other than through the published runtime APIs. Development, use or distribution of Developer Software that operates on non-PC devices and that decodes MP3 data not contained within a SWF, FLV or other file format that contains more than MP3 data may require one or more third-party license(s).

10. Additional Restrictions for Adobe InDesign SDK and API

10.1. Sample Code in the InDesign SDK and API may be compiled with a unique plug-in ID. If you distribute modified or merged versions of the Sample Code, you agree to replace any unique plug-in ID included in any Sample Code with a unique plug-in ID specific to you. Instructions for requesting a unique plug-in ID may be found on our website.

10.2. The APIs contained in the InDesign Server SDK for the World Ready Composer are designed to be used for the purpose of internal development of software designed to function with Adobe InDesign Server. Internal development of software designed to function with Adobe InDesign and/or Adobe InCopy using the World Ready Composer APIs is not supported by Adobe.

10.3. If you use the InDesign SDK to develop Developer Software that renders, extends, or otherwise uses our proprietary .folio and .indd file formats (the "File Formats") for viewing on mobile devices (including, without limitation, your use of native InDesign overlay and interactive features), such use is permitted so long as the File Formats are only distributed with an Approved Content Viewer. For the purposes of this section, "Approved Content Viewer" means our Adobe branded and deployed content viewer or your commercially branded and deployed version of the Adobe content viewer. You are not permitted to use the InDesign SDK for the purpose of developing and/or distributing Developer Software that can read or convert the File Formats for the purpose of viewing on mobile devices; provided, however, that this restriction does not apply to other digital file formats such as JPG, PNG, EPS, PS, EPUB, HTML, PDF, IDML, XML, FLA, and SWF. You may develop Developer Software using the InDesign SDK to view and distribute such content by any means and on any device, so long as such development and distribution is in a manner consistent with these Terms and only when it does not include the File Formats.

11. Additional Restrictions for Adobe Stock SDK and API

11.1. **Caching.** You will not cache or store any Works or other data obtained via the APIs other than for reasonable periods and no longer than as necessary to operate the Developer Software. Upon termination of this agreement or request by Adobe, you will immediately remove any and all versions of the Works.

11.2. **Comparison.** You will not use the APIs to demonstrate a comparison between Adobe Stock and its competitors in relation to pricing or any other aspect, or to otherwise promote the goods or services of any Adobe Stock competitor.

11.3. **Disclaimer.** You must place the following disclaimer on your API Client: "This product uses the Adobe Stock API, but is not certified, endorsed or sponsored by Adobe. [Your Name] is not affiliated with or related to Adobe."

11.4. **Display of Works.** Works are our and our contributors' property and are protected by intellectual property laws, including laws related to copyrights, trademark and other similar rights. You must ensure that Works cannot be copied, distributed, altered or displayed (other than as permitted in this agreement). You must ensure that the contributors' names are visible on or adjacent to each Work displayed in your Developer Software and in the following format: "Author Name / Adobe Stock". You must not state or imply that any Work is created or owned by you. You will not place or allow third parties to place advertisements or other materials that obscure or alter the Works or attribution to the Works. You will not place or allow third parties to place materials near or next to the

Works if the material contains or displays adult content, promotes illegal activities or the sale of tobacco, or is otherwise defamatory, illegal, obscene or indecent, including but not limited to pornography, escort services, or adult entertainment clubs or similar venues.

11.5. Your Developer Software must clearly and conspicuously display attribution to Adobe Stock in the following format "Powered by Adobe Stock" hyperlinked to <http://stock.adobe.com> and visible to End Users of your Developer Software.

11.6. Except as expressly authorized by us in a separate written agreement, you may not use the APIs to display or license content available from Adobe Stock that is not defined as a "Work" under this agreement (i.e., videos, 3D content, premium content, content designated as "editorial use only", and all other content not designated as "standard").

11.7. You may not sell or license Works, or allow Works to be downloaded from your Developer Software as a standalone file.

11.8. You may use the search APIs solely to display thumbnail or watermarked versions of Works through your Developer Software, and redirect your users to the Adobe Stock website for such users to purchase licenses to or download Works directly from Adobe Stock.

11.9. You may only derive revenue from your use of the APIs through your participation in an affiliate, referral, or similar partner program pursuant to a separate written agreement with us. You may not use the APIs for any other commercial purpose and, unless otherwise agreed to in writing by us, no fee shall be charged to users of your Developer Software.

11.10. You may use the licensing APIs solely to (a) license Works pursuant to your Adobe Stock customer agreement, or (b) enable your users who are logged-in to Adobe Stock through your Developer Software to license pre-paid Works pursuant to their customer agreements with us. All use of Works licensed through your API Client is governed by the applicable Adobe Stock customer agreement.

11.11. You may use the log-in APIs solely to enable your users to log-in to their Adobe Stock customer accounts through your Developer Software, provided that each user must give you express permission to access their Adobe Stock customer account through your Developer Software.

11.12. You may store the tokens that we provide you when an Adobe Stock customer authenticates your Developer Software to his or her Adobe Stock account.

11.13. You must immediately delete any Adobe Stock customer's content or other information, including tokens, upon request by that customer or us, or when that customer closes his or her account with you.

11.14. Adobe may discontinue the licensing of any Work and deny the downloading of any Work at any time.

12. Additional Restrictions for Adobe Typekit API

12.1. **Typekit Kits for Published Websites.** The Web Font Preview API or Web Open Font Format (WOFF) must not be used to load Typekit fonts for published websites; instead, you must use a Typekit kit to load Typekit fonts for published websites.

12.2. **Web Authoring.** Typekit web fonts can only be used for the web authoring of content that is published as HTML and includes a Typekit kit. You are prohibited from converting or rasterizing Typekit web fonts into any other format such as PDF or any graphics format.

12.3. **Typekit Logo.** Your Developer Software must clearly and conspicuously display the Typekit logo mark available at <https://platform-assets.typekit.net/typekit-logo.svg> to indicate the Typekit fonts are provided by Adobe. Your use of the Typekit logo is subject to the Branding Guidelines.

12.4. **End User License Agreement.** You must include your own end user license agreement with your Developer Software. Your end user license agreement may not contain terms that are inconsistent with the Adobe Terms.

12.5. **Submitting Your Developer Software.** Prior to launch of your Developer Software, you must submit your Developer Software to us for approval. The terms in section 4.1 applies to your Developer Software and we may accept or reject your Developer Software in our sole discretion.

13. Additional Restrictions for Adobe Exchange

13.1. **End User License Agreement.** You must include your own end user license agreement with Developer Software submitted for distribution through the Adobe Exchange Portal.

13.2. **Fees and Revenue Share.** For Developer Software submitted to the Adobe Exchange Portal and distributed through the Adobe Exchange Service, we will pay you in accordance with these Terms and the payment policies currently at <https://partners.adobe.com/exchange/program/creativecloud/support/ae-payment-policy.html> (or successor website) ("collectively, **Adobe Exchange Payment Policies**") for sales, less cancellations, returns and refunds. We may modify the Adobe Exchange Payment Policies from time to time and it is your responsibility to review them regularly. By continuing to submit or upload Developer Software to the Adobe Exchange Portal or keeping Developer Software on the Adobe Exchange Service, you are agreeing to any new Adobe Exchange Payment Policies as revised from time to time. You may designate your Developer Software as free software, in which case we may distribute the Developer Software without liability or payment to you. Except as stated in the Terms, we have no payment obligations to you. If we offer trial or test Developer Software, we are not subject to the terms in the Adobe Exchange Payment Policies or any payment obligations.

13.3 **Submitting Your Developer Software.** The version of your Developer Software that you submit through the Adobe Exchange Portal must comply with our current approval guidelines and standard policies on the Adobe Exchange Portal and the Branding Guidelines, and have gone through your own quality assurance testing. The approval requirements in section 4.1 apply to your Developer Software and we may accept or reject your Developer Software in our sole discretion. You will have the right to market your approved Developer Software only when we have made it available in the Adobe Exchange Service. Adobe may remove Developer Software from the Adobe Exchange Service at any time for any reason without liability to you.

14. Additional Restrictions for Document Cloud.

14.1. **Non-Public APIs.** You may not publicly show or disclose any APIs that are not publicly documented at the time you are given access to them. The use of such non-public APIs may be subject to additional obligations of confidentiality.

14.2. You will not and may not enable any third party to modify, replace or attempt to validate any digital signature validation functionality or capability of any Adobe electronic signature service without written approval from Adobe.

14.3. You may not incorporate the use of the MegaSign feature in Developer Software.