

Creative Cloud Demo Asset Additional Terms

Last updated April 1, 2018. Replaces all prior versions.

These Additional Terms govern the download of any Content (defined below) intended for demonstration purposes, and are incorporated by reference into the Adobe General Terms of Use ("**General Terms**") located at www.adobe.com/go/terms (these Additional Terms and the General Terms are collectively referred to as "**Terms**"). Whether you download any Content on behalf of yourself or on behalf of your employer, you represent and warrant that you have full legal authority to bind your employer. If you do not have such authority or you do not accept or agree with the Terms, do not accept the Terms and do not use the Content. Capitalized terms not defined here have the same meaning as those terms defined in the General Terms.

In these Additional Terms: (i) "**Content**" means any font, photographic image, demo script, illustration, animation, Flash file, electronic font, film or video footage, Third Party Material, visual representation generated optically, electronically, digitally or by any other means or in any media or other material that you are installing together with any accompanying material; and (ii) "**Third Party Material**" means materials owned by parties other than Adobe that are incorporated into the Content, including, but not limited to, music, lyrics, photographic images, video footage and all associated files.

1. **Standard License Terms.** We hereby grant to you a non-exclusive, non-transferable worldwide license to use the Content for the Permitted Uses (as defined below). Unless the activity or use is a Permitted Use, you cannot do it. As between any third party whose material is incorporated in the Content and Adobe, Adobe shall be the copyright holder of the Content and the third party shall be the copyright owner of the Third Party Material provided to Adobe. Adobe shall retain all right, title, and ownership throughout the world in and to all copyrights and all intellectual property embodied with the Content and each party owning Third Party Material shall retain all right, title, and ownership throughout the world in and to all copyrights and all intellectual property embodied in the Third Party Material. You may not remove or modify any copyright notices contained in the Content.

2. Permitted License Uses.

2.1 You may only use the Content for those demonstration and training purposes that are Permitted Uses (as defined below). For clarity, you may not use the Content in products for resale, license or other distribution or to market or advertise your product. Any use of the Content that is not a Permitted Use shall constitute infringement of copyright.

2.2 **Seat Restrictions.** Only you are permitted to use the Content for the purposes set forth in Section (c) below, although you may transfer individual files containing Content to customers, printers, or ISP's for the purpose of engaging in the Permitted Uses, provided that such parties shall have no further or additional rights to use the Content and cannot access or extract it from any file you provide. You may install and use the Content in only one location at a time, although subject to the Prohibited Uses and these Additional Terms, you are entitled to utilize the Permitted Uses an unlimited number of times. You may physically transfer the Content and its archives from one location to another, in which case you may use the Content at the new location instead. If you require the Content to be in more than one location or accessible by more than one person, you must install the Content for each such use. You may make 1 copy of the Content solely for back-up purposes, and you must reproduce all proprietary notices on this single back-up copy.

2.3 **Permitted Uses.** Subject to the restrictions described under Prohibited Uses below, the following are "**Permitted Uses**" of Content:

- (a) demonstration, including both live, recorded, and online demonstrations, of Adobe products with your product (i.e. not for resale or license);
- (b) training materials created to instruct on the use of Adobe products with or without your products (if using the Content to facilitate a training course, individual Content files may be transferred to another machine during the training session and must be removed and/or destroyed when training session is completed); and
- (c) any other uses approved in advance and in writing by Adobe.

3. **License Prohibitions.** You may not do anything with the Content that is not expressly permitted in the preceding section. For greater certainty, the following is a non-exhaustive list of "**Prohibited Uses.**" You may not:

- 3.1 use the Content in any applications intended for resale, whether on-line or not, including, without limitation, website templates, Flash templates, and brochure design templates;
- 3.2 use or display the Content on websites or other venues designed to induce or involving the commercial sale of a non-Adobe product or service;
- 3.3 use the Content in any posters (printed on paper, canvas or any other media) or other items for resale, license or other distribution for profit;
- 3.4 use any of the Content as part of a trademark, design mark, trade name, business name, service mark, or logo;
- 3.5 incorporate the Content in any product that results in a re-distribution or re-use of the Content or is otherwise made available in a manner such that a person can extract or access or reproduce the Content as an electronic file;
- 3.6 use the Content in a fashion that is considered by Adobe as or under applicable law is considered pornographic, obscene, immoral, infringing, defamatory or libelous in nature, or that would be reasonably likely to bring any person or property reflected in the Content into disrepute;
- 3.7 use or display any Content that features a model or person in a manner (i) that would lead a reasonable person to think that such person uses or personally endorses any business, product, service, cause, association or other endeavor; or (ii) that depicts such person in a potentially sensitive subject matter, including, but not limited to mental and physical health issues, social issues, sexual or implied sexual activity or preferences, substance abuse, crime, physical or mental abuse or ailments, or any other subject matter that would be reasonably likely to be offensive or unflattering to any person reflected in the Content;
- 3.8 to the extent that object code is contained within the Content, reverse engineer, decompile, or disassemble any part of such object code;
- 3.9 sublicense, resell, rent, lend, assign, gift or otherwise transfer or distribute the Content or the rights granted under these Additional Terms;
- 3.10 use or display the Content in an electronic format that enables it to be downloaded or distributed via mobile devices or shared in any peer-to-peer or similar file sharing arrangement; or
- 3.11 use the Content for editorial purposes without including the following credit adjacent to the Content: "© 2018 Adobe. All Rights Reserved."