



ADOBE PDM – Adobe Fonts (2013v3)

The Products described in this PDM are governed by the terms of the General Terms, the OnPremise Exhibit, this PDM, and the applicable Sales Order.

As used in this PDM, OnPremise Software refers to the digitally encoded, machine readable computer program for the individual fonts licensed to Customer. Each weight or version of a single typeface design (such as Roman or Italic or in an expanded or condensed form) marketed by Adobe as a separate typeface may be considered a separate font.

1. Additional Restrictions

- 1.1 Customer may output the fonts to any output device(s) connected to Customer's Computer(s).
- 1.2 Customer may take a copy of the font(s) Customer has used for a particular file to a commercial printer or other service bureau, and such service bureau may use the font(s) to process Customer's file, provided such service bureau has a valid license to use that particular font.
- 1.3 Customer may embed copies of the font software into its electronic documents for the purpose of printing, viewing, and editing the document. No other embedding rights are implied or permitted under this license.
- 1.4 As an exception to the above, the fonts listed at http://www.adobe.com/go/restricted_fonts are included only for purposes of operating the OnPremise Software user interface and are not for inclusion within any Output Files. Such listed fonts are not licensed under this PDM. Customer agrees that it will not copy, move, activate or use, or allow any font management tool to copy, move, activate or use, such listed fonts in or with any software application, program, or file other than the OnPremise Software.
- 1.5 **Open-Source Fonts.** Some fonts distributed by Adobe may be open-source fonts. Customer's use of these open-source fonts will be governed by the applicable license terms available at http://www.adobe.com/go/font_licensing.
- 1.6 **Portable or Home Computer Use.** The primary user of the Computer on which the OnPremise Software is installed under this Agreement ("**Primary User**") may install a second copy of the OnPremise Software for her exclusive use only for the benefit and business of Customer on either a portable Computer or a Computer located at her home, provided that the OnPremise Software on the secondary computer is not used at the same time as the OnPremise Software on the primary Computer.
- 1.7 **Dual Boot Platform.** If Customer has only purchased the OnPremise Software for use on a specific operating system, then Customer must purchase a separate license for use of the OnPremise Software on any other operating systems. By way of example, if Customer purchased OnPremise Software for Windows, then Customer must purchase OnPremise Software for Mac if Customer wants to install the OnPremise Software on both the Mac OS and Windows operating system platforms on a Computer that runs both of those platforms (i.e., a dual boot machine).
- 1.8 **Distribution from a Server.** As permitted in the Sales Order, Customer may copy an image of the OnPremise Software onto a Computer file server within Customer's Intranet ("**Server**") for the purpose of downloading and installing the OnPremise Software onto Computers within the same Intranet.
- 1.9 **Server Use.**
 - (A) Except as otherwise permitted in the Sales Order and subject to license restrictions stated in these General Terms, Customer may not install the OnPremise Software on a Server. If permitted in the Sales Order, then Customer may install the OnPremise Software on a Server for the purpose of allowing an individual from a Computer within the same Intranet ("**Network User**") to access and use the OnPremise Software. If expressly permitted by Adobe, Intranet may include web hosting services with dedicated physical server space and restricted access to Customer only. The Network User who has access to or may use such OnPremise Software on the Server is referred to as "**Server Software User**". Neither the total number of Server Software Users (not the concurrent number of users) nor the total number of Computers capable of accessing the OnPremise Software installed on the Server

may exceed the license quantity. By way of example, if Customer has purchased 10 OnPremise Software licenses (license quantity is 10) and Customer elects to install the OnPremise Software on a Server, then Customer can only allow up to 10 Server Software Users access to the OnPremise Software (even though Customer may have more than 10 Network Users or fewer than 10 concurrent users of the OnPremise Software).

(B) For clarification and without limitation, Customer is not permitted to install or allow access to (either directly or through commands, data, or instructions) the OnPremise Software:

- (1) from or to a Computer not part of Customer's Intranet;
- (2) for the purpose of enabling web hosted workgroups or web hosted services available to the public;
- (3) any individual or entity to use, download, copy, or otherwise benefit from the functionality of the OnPremise Software unless licensed to do so by Adobe;
- (4) as a component of a system, workflow or service accessible by more than the permitted number of users; or
- (5) for operations not initiated by an individual user (e.g., automated server processing).

2. OnPremise Software for Server Deployment. If Customer has purchased a license to OnPremise Software for installation on a Server, the following license grants and restrictions apply to the exclusion of any other grants and restrictions included in this Agreement.

2.1 **"Hosted Application"** means an Adobe or third party computer software application that is available to Network Users and which resides on Customer's Server and which accesses the OnPremise Software.

2.2 **License Grant.** Subject to the terms of this Agreement, Customer may install the OnPremise Software on its Server for use solely in connection with the Hosted Application(s) so long as such use is according to the terms and conditions of this Agreement and in the manner and for the purposes described in the Documentation. Such use of the OnPremise Software includes the right to:

(A) allow Network Users to edit or input text with a Hosted Application;

(B) allow Network Users to embed copies of the OnPremise Software into their electronic documents created with a Hosted Application for the purpose of printing and viewing the document, provided that if the embedded OnPremise Software is identified as "licensed for editable embedding on Adobe's website at http://www.adobe.com/go/embedding_eula, Customer or Network Users may also embed copies of that OnPremise Software for the additional limited purpose of editing Customer's electronic documents; and further provided that any such embedding is done in a manner such that the OnPremise Software is not extractable or capable of being repurposed independent of the electronic documents created with the Hosted Application; and

(C) allow Customer's Hosted Application to provide dynamically generated or updated output upon request by its customers. Those accessing the OnPremise Software via the Intranet do not have any right to access or use the OnPremise Software for their own purposes and may only access and use the OnPremise Software in order to interface with the Hosted Application(s) as set forth above. If Customer is licensing OnPremise Software supplied by third parties, some third-party materials distributed with the OnPremise Software may be subject to additional or other terms and conditions, which are typically found in a separate license agreement or "Read Me" file located near third-party such materials.

2.3 **Types of Licenses**

(A) **Total CPU-Based Server License.** The total number of Servers on which the OnPremise Software is installed or accessed may not exceed the licensed quantity of Servers for which Customer have obtained a valid Total CPU-Based Server license for the OnPremise Software. For the avoidance of doubt, all CPUs accessing the OnPremise Software either remotely or locally must be included in the

license count, as well as servers located both inside and outside the firewall, regardless of whether such CPU or server is accessible by a Network User.

- (B) **Total User-Based Server License.** The total number of Network Users (not the concurrent number of Users) who are accessing the Hosted Applications on a daily basis, whether or not they elect to use the OnPremise Software, may not exceed the number of Network Users for which Customer has obtained a valid Total User-Based Server license.
- (C) **Application-Based Server License.** If Customer has obtained an Application Based Server license for the OnPremise Software, then Customer represents that it has licensed the OnPremise Software for the total number of Hosted Applications that provide dynamically generated output installed on any number of Servers in its Network. The total number of such Hosted Applications with which the OnPremise Software is used may not exceed the licensed quantity of Hosted Applications for which Customer has obtained a valid Applications Based Server license for the OnPremise Software. For the avoidance of doubt, end user customers may not access or utilize the OnPremise Software with the Hosted Application. Rather, they may only view the output of the Hosted Application that utilizes the OnPremise Software.
- (D) **License Limit.** Customer may only use the OnPremise Software on a Server up to the size for which Customer initially licensed the OnPremise Software. If at a later date, Customer increases the Applications, CPUs, or User count on which Customer's initial license for the OnPremise Software was based, Customer must purchase additional licenses for the OnPremise Software to cover all the CPUs or users on Customer's expanded Network before enabling use of the OnPremise Software on its expanded Network.

2.4 **Prohibited Uses.** Customer will not: (a) allow Network Users or any other person or entity who accesses its Network to download the OnPremise Software or any part of it to their client machine or printer or in any other extractable form under any circumstances; (b) rent the OnPremise Software or allow the use of the OnPremise Software on a subscription or timeshare basis; (c) permit access to or use of the OnPremise Software on a stand-alone basis independent of a Hosted Application; (d) sub-license or redistribute the OnPremise Software; (e) to the extent that non-licensed parties are permitted to interact with or initiate processes using the OnPremise Software, such interaction or initiation of a process does not have the purpose or effect of providing an alternative to such non-licensed parties obtaining a valid license to the OnPremise Software; (f) using any component, library, or other technology included with the OnPremise Software other than solely in connection with its use and (g) allow the OnPremise Software to be used in the production of libelous, defamatory, fraudulent, lewd, obscene or pornographic material or any material that infringes upon any third party intellectual property rights or in any otherwise illegal manner.

2.5 **Development and Testing License.** In addition to the rights granted above, Customer may use the OnPremise Software on the licensed platforms in its technical environment strictly for testing and developing purposes and not for production purposes. Customer may install a single copy of the OnPremise Software on a single Computer connected to an Intranet only for such testing purposes once it has licensed a production license for Customer's full Network, and such single testing Computer is not considered one of its CPUs.

2.6 **Restrictions on Modifications and Reverse Engineering.** Customer may modify, convert into another format and install the OnPremise Software subject to the following conditions: A computer on which the converted OnPremise Software is used or installed will be considered as one of Customer's CPUs and a User accessing the Hosted Application that utilizes modified or converted OnPremise Software will be considered as one of Network Users. Use of the OnPremise Software Customer has converted will be pursuant to all the terms and conditions of this Agreement. Such converted OnPremise Software may be used only for Customer's own customary internal or personal use and may not be distributed for any purpose, except in accordance with this product use right.

3. **Content Files.** Unless stated otherwise in the Sales Order or specific license associated with the content files (e.g., stock photos, graphics) included with the OnPremise Software, Customer may use, display, modify, reproduce, and distribute any of the Content Files. However, Customer may not distribute such content files on a stand-alone basis

(i.e., in circumstances in which the content files constitute the primary value of the product being distributed), and Customer may not claim any trademark rights in the content files or derivative works thereof.

4. **Third-Party OnPremise Software Notices.** In order to accommodate public demand for OnPremise Software that is interoperable with other products and platforms, Adobe, like other commercial publishers, has designed its products to comply with public standards, and has incorporated code created and licensed by third parties, into its products. The creators of these public standards and publicly available code, as well as other third party licensors, require that certain notices and terms and conditions be passed through to the end users of the OnPremise Software. Such required third party OnPremise Software notices and/or additional terms and conditions are located at www.adobe.com/products/eula/third_party/index.html and are made a part of and incorporated by reference into this Agreement. Customer acknowledges and agrees that Adobe and Adobe's licensors are third-party beneficiaries of this Agreement, with the right to enforce the obligations set forth herein for the respective technology. The inclusion of these third-party notices does not limit Adobe's obligations to the Customer.