



ADOBE PDM – Adobe InDesign Server (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.

Adobe InDesign Server delivers a robust and scalable engine that leverages the design, layout, and typographical capabilities of InDesign to let Customer programmatically create engaging automated documents.

1. Additional Definitions

- 1.1 **“Hosted Service Product”** means Customer’s hosted product or service that is integrated with the OnPremise Software.
- 1.2 **“Production Software”** means a version of the OnPremise Software licensed by Adobe for production use and not for use as Development and/or Evaluation Software.
- 1.3 **“User”** means an individual employee, contractor, or subcontractor of Customer’s specific corporate enterprise or similar business entity who has access to the OnPremise Software.

2. Additional License Terms

- 2.1 **Limited Server License.** If Customer has obtained a valid Limited Server License for the Production Software, then, in addition to the license above, Adobe grants Customer the right to install and use the Production Software for the purpose of either (a) permitting Users connected to its Intranet to download the OnPremise Software for installation or (b) permitting its Users to use the OnPremise Software through the use of commands, data, or instructions from a Computer connected to Customer’s Intranet, provided that the total number, not the concurrent number, of Users that use the OnPremise Software does not exceed the number licensed under this Agreement. No other network use is permitted.
- 2.2 **Premium Server License.** If Customer has obtained a Premium Server License for the Production Software, then, in addition to the license above, Adobe grants Customer the right to install and use the Production Software within its Intranet by up to the permitted number of total Users (not concurrent Users). Adobe also grants Customer the right to allow access to the Production Software to external users via an external network provided that:
 - (A) The OnPremise Software is only an interface to, or an extended service in support of, Customer’s direct beneficial business purpose. For example, and without limitation, if Customer is a printer, Customer may use the OnPremise Software to allow its customers to create and submit print orders, and if Customer is an advertising agency, Customer may allow its clients access to the OnPremise Software to interact with the creative deliverables Customer produces for them;
 - (B) Those accessing the OnPremise Software via an external network 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 to interface with, or to use an extended service of, Customer’s direct beneficial business purpose (such as those described above);
 - (C) No person who accesses the Production Software via an external network may download the OnPremise Software or any part of it.
- 2.3 **Two-Tier Hosting License.** If Customer has obtained a Premium InDesign Server, then Adobe grants Customer a nonexclusive, non-transferable license to distribute Customer’s Hosted Service Product to third parties (each a **“Third-Party Partner”**) and allow each such Third-Party Partner to provide access to

the Hosted Service Product directly to Third-Party Partner's end user customers under such Third Party Partner's own trademark and/or incorporated as part of such Third Party Partner's own service (each, a "**Partner Hosted Service Product**"), provided that the Hosted Service Product is accompanied by an appropriate end user license agreement ("**Customer EULA**") that includes terms and conditions substantially similar to and no less restrictive than those set forth herein for the OnPremise Software, the terms of which may be modified by Adobe from time to time. The license granted herein is further subject to the following:

- (A) Customer will designate Adobe as a third party beneficiary of the Customer EULA entered into between Customer and each such Third-Party Partner. Customer will not grant any Third-Party Partner any rights to access and use the OnPremise Software that exceeds the scope of license stated herein. Customer represents and warrants that it will enforce the terms of the Customer EULA against each Third-Party Partner and that Customer will indemnify Adobe for any costs, losses, expenses, liabilities, or damages for any breaches of the Customer EULA by any such Third-Party Partner.
- (B) The Partner Hosted Service Product will be installed and operated solely by Third-Party Partner on Computers owned by Third-Party Partner.
- (C) Access by Third-Party Partner's end user customers of the Partner Hosted Service Product will be provided over a network connection through a web interface created by Third-Party Partner. For clarification, Third-Party Partner is not authorized to provide its end user customers with direct access to the OnPremise Software, but only as part of access to the Partner Hosted Service Product.

2.4 **Development Software License.** If Customer has obtained a valid license to the Development Software, then Customer may use the Development Software on the licensed platforms in Customer's technical environment strictly for development purposes, including staging and testing, and not for production purposes. Customer may install a single instance of the Development Software on up to the permitted number of Computers connected to Customer's Intranet and permit Customer's Users to use the Development Software.

3. Additional Restrictions

3.1 **Use in Compliance with the Law.** As between Customer and Adobe, Customer assumes all risks and is solely responsible for any and all liability resulting from Customer's use of the OnPremise Software in a way that violates (or that produces content that violates) any law or the rights of others including, without limitation, laws concerning copyright infringement or privacy.

3.2 **Open Source Software.** Notwithstanding anything to the contrary, Customer is not licensed to (and Customer agrees that it will not) integrate or use the OnPremise Software with any Open Source Software or otherwise take any action that could require disclosure, distribution, or licensing of all or any part of the Product in source code form, for the purpose of making derivative works, for sale or at no charge. For the purposes of this section, "**Open Source Software**" means software licensed under the GNU General Public License, the GNU Lesser General Public License, or any other license terms that could require, or condition Customer's use, modification, or distribution of such software on the disclosure, distribution, or licensing of any other software in source code form, for the purpose of making derivative works, for sale or at no charge. Any violation of the foregoing provision immediately terminates all of Customer's licenses and other rights to the Production Software granted under this Agreement. Customer may use other software with the Production Software, which may be commonly referred to as "open source" outside the terms of this Agreement, provided the license terms of use for such other open source software do not conflict with any of the terms and conditions herein.

4. **License for Non-Serialized OnPremise Software (such as evaluation or pre-release version).** The OnPremise Software may be non-serialized (i.e. the OnPremise Software may allow installation and use without input of a serial number during the License Term). If so, Customer may only install such non-serialized OnPremise Software on any number of computers as part of an organizational deployment plan (e.g., IT team including certain software in the ghost image when formatting and configuring computers in a department) during the License Term. Further, Customer may install and use such non-serialized OnPremise Software for demonstration, evaluation, and training purposes only and only if any output files or other materials produced through such use are used only for internal, non-commercial and non-production purposes. THE NON-SERIALIZED ONPREMISE SOFTWARE IS PROVIDED AS-IS.

ACCESS TO AND USE OF ANY OUTPUT FILES CREATED WITH SUCH NON-SERIALIZED ONPREMISE SOFTWARE IS ENTIRELY AT CUSTOMER'S OWN RISK.

5. **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.
6. **Font Software.** As applies to fonts in the OnPremise Software:
 - 6.1 Customer may use the font software with the OnPremise Software and output the font software to any output device(s) connected to Customer's Computer(s).
 - 6.2 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 software.
 - 6.3 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.
 - 6.4 As an exception to the above, the fonts listed at http://www.adobe.com/go/restricted_fonts are included with the OnPremise Software only for purposes of operation of the OnPremise Software user interface and not for inclusion within any Output Files. Such listed fonts are not licensed under this section 6. 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.
 - 6.5 Open-Source Fonts. Some fonts distributed by Adobe with the OnPremise Software 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.
7. **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.