The Products and Services described in this PDM are On-premise Software (as outlined below) and are governed by the terms of this PDM, the applicable Sales Order, the General Terms, and the Exhibit for On-premise Software. As used in this PDM, On-premise Software means Adobe Media Server, which is server software that helps content publishers deliver video to viewers.

PRODUCT SPECIFIC LICENSING TERMS

1. **Definitions**

    1.1   "**Adobe Runtime**" means Adobe AIR, Adobe Flash Player and any other future runtimes utilizing Adobe's Flash technology distributed by Adobe or its licensees.

    1.2   "**Authorized Users**" means employees and individual contractors (i.e., temporary employees) of Customer that (A) develop and/or build applications using the On-premise Software; and/or (B) use the On-premise Software to deliver Content to end users.

    1.3   "**Connections**" means the number of connections over which the client can receive and deliver Content from a single Computer where the On-premise Software is installed.

    1.4   "**Concurrent Connections**" means the total number of simultaneous Connections from software clients to a specific Computer.

    1.5   "**Content**" means video, audio and/or data files in file formats supported by the On-premise Software and may be protected according to the Documentation.

    1.6   "**Content Encryption Key**" means a cryptographic value for use in encrypting Content for secure distribution and to decrypt encrypted Content for access and use in accordance with the accompanying metadata.

    1.7   "**Starter Server**" means Adobe Media Server Starter, a particular configuration and license of the On-premise Software with a limited number of Concurrent Connections.

    1.8   "**Edge Configuration**" means a particular configuration and license of the On-premise Software for the Professional Server and Extended Server solely for use with an Origin Configuration.

    1.9   "**Extended Server**" means the Adobe Media Server Extended, a version of the On-premise Software that (A) is either configured (1) as an Origin Configuration and/or (2) Origin Configuration and one or more Edge Configurations; (B) permits end users to provide customizable streaming of Contents; (C) permits Multi-Way Communications; and (D) permits the use of RTMFP (hereinafter defined).

    1.10   "**Professional Server**" means the Adobe Media Server Professional, a version of the On-premise Software that (A) is either configured (1) as an Origin Configuration and/or (2) Origin Configuration and one or more Edge Configurations; (B) permits end users to provide customizable streaming of Content; (C) permits Multi-Way Communications; and (D) permits the use of RTMFP.

    1.11   "**Multi-Way Communications**" means any form of communication between parties including but not limited to (A) video chat; (B) video messaging; (C) VoIP applications; (D) multi-user gaming; or (E) multi-user real- time collaboration applications such as video conferencing.

    1.12   "**Origin Configuration**" means a particular configuration of the Professional Server and Extended Server for RTMP that (A) stores the custom server side applications, Content, usage reports and/or logs generated by Customer; (B) manages application logic; (C) delivers audio, video and/or data to either end users and/or to one or more Professional Servers or Extended Servers in Edge Configurations; and

(D) may perform other functions in order to facilitate interaction between the Origin Configuration and Edge Configuration; provided, however the Origin Configuration may be used on a standalone basis.

1.13 "**RTMFP**" means the Real Time Media Flow Protocol which is used to allow communication between the On-premise Software and one or more clients to allow peer to peer communication between additional clients connected to the On-premise Software.

1.14 "**Sample Code**" means (A) the Sample Server Applications; and (B) other sample software and sample applications in source code format, in each case made available through Adobe's website and/or provided with the On-premise Software solely for use with the Professional Server, Standard Server and Extended Server.

1.15 "**Sample Server Applications**" means Adobe's proprietary and/or licensed software applications in object code and/or source code that may be provided by Adobe from time to time during the term of this Agreement and (A) are installed and used solely on a server where the On-premise Software is installed; (B) are provided in the "samples" file of the On-premise Software and (C) provide additional functionality to the Professional Server, Standard Server and Extended Server.

1.16 "**Standard Server**" means the Adobe Media Server Standard, a version of the On-premise Software that permits streaming of pre-recorded or live Content except for the streaming of Multi-Way Communications and use of RTMFP.

1.17 "**Tools**" means Adobe's proprietary monitoring and managing applications in object code only that (A) may be provided by Adobe from time to time during the term of this Agreement and/or as part of the On-premise Software in the "tools" file folder; and (B) are installed and used on a client or server.

2. Licenses and Restrictions

2.1 **License Grant for Starter Server**. If the On-premise Software is Starter Server, then this section applies. In addition to the other terms contained herein, (A) Customer's license to the Starter Server On-premise Software is limited to a maximum number of (1) 10 Concurrent Connections when using RTMP, (2) 50 Concurrent Connections when using RTMFP, and (C) Customer will not use the Starter Server for load balancing. No maintenance and support is available for the Starter Server.

2.2 **License Grant for Professional Server**. If the On-premise Software is Professional Server, then this section applies. Adobe grants Customer a license to install and use the Professional Server (A) for the number of Connections permitted by the capacity of Customer's server's hardware and software, with the limitation of 500 Concurrent Connections when using RTMFP; (B) to extend the Professional Server using the Sample Server Applications in accordance with the terms and conditions of this Agreement; (C) to develop custom plug-ins in accordance with the terms and conditions of this Agreement; (D) to configure the Professional Server in an Origin Configuration or in an Edge Configuration; and (E) to enable Multi-Way Communications

2.3 **License Grant for Standard Server**. If the On-premise Software is Standard Server, then this section applies. Adobe grants Customer a license to install and use the Standard Server (A) for the number of Connections permitted by the capacity of the Customer's server's hardware and software; and (B) to develop custom plug-ins in accordance with the terms and conditions of this Agreement. Customer will not use the Standard Server for Multi- Way Communications or RTMFP.

2.4 **License Grant for Extended Server**. If the On-premise Software is Extended Server, then this section applies. Adobe grants Customer a license to install and use Extended Server (A) for the number of Connections permitted by the capacity of Customer's server's hardware and software, with the limitation of 15,000 Concurrent Connections when using RTMFP; (B) to extend the Extended Server using the Sample Server Applications in accordance with the terms and conditions of this Agreement; (B) to develop custom plug-ins in accordance with the terms and conditions of this Agreement; (C) to configure the Extended Server in an Origin Configuration or in an Edge Configuration; and (D) to enable Multi-Way Communications;

2.5 **License Grant for the Tools.** This Section 2.5 only applies to the Tools.

(A) **f4f Packager Tool**. Subject to Customer's continuous compliance with this Agreement, Adobe hereby grants Customer a non-exclusive, non-transferable, limited license to copy and use the Tool identified as the "f4fpackager" in the tools file folder of the On-premise Software for internal use to prepare audio or video content for fragmented delivery to an Adobe Runtime.

(B) **Other Tools**. Subject to Customer's continuous compliance with this Agreement, Adobe grants Customer a license to install and use the Tools, with the exception of the F4V Packager, solely for managing and monitoring of the Professional Server, Standard Server and Extended Server, including but not limited to the delivery of Content via the On-premise Software.

2.6 **License to Sample Code**.

(A) **Professional Server and Extended Server**. Subject to Customer's continuous compliance with this Agreement, Customer with a valid license to Professional Server or Extended Server may modify the Sample Code solely for the purposes of developing and testing Customer's own software applications to be used solely with the Professional Server and the Extended Server.

(B) **Standard Server**. Subject to Customer's continuous compliance with this Agreement, Customer with a valid license to Standard Server may only modify the Sample Code identified as the "Access" plug-in solely for the purposes of developing and testing Customer's own custom plug-ins to be used with the Standard Server.

(C) **Restrictions**. Customer is permitted to use, copy and redistribute its modified Sample Code only if all of the following conditions are met: (A) Customer includes Adobe's copyright notice (if any) with Customer's application, including every location in which any other copyright notice appears in such application; and (B) Customer does not otherwise use Adobe's name, logos or other Adobe trademarks to market Customer's application. Customer agrees to defend, indemnify, and hold Adobe and its suppliers harmless from and against any claims or lawsuits, including attorneys' reasonable fees, that arise or result from the use or distribution of Customer's applications, provided that Adobe gives Customer prompt written notice of any such claim, tenders to Customer the defense or settlement of such a claim at Customer's expense, and cooperates with Customer, at Customer's expense, in defending or settling such claim. No maintenance and support is provided for any Sample Code.

2.7 **Root Public Key**. Customer will not modify or replace the Root Public Key embedded in the On-premise Software by Adobe. "**Root Public Key**" means a cryptographic value embedded in the On-premise Software by Adobe that is used to establish trust between server and client.

2.8 **Unbundling**. Notwithstanding section 2.4 in the Exhibit for On-premise Software, Customer may unbundle the Sample Code and Tools from the other components of the On-premise Software.

2.9 **Prohibited Use**. In addition to the other restrictions and prohibition in the Agreement, Customer is prohibited from (A) allowing any person who is not an Authorized User from using the On-premise Software; (B) bundling or integrating the On-premise Software with other products and services; and (C) extracting a Content Encryption Key from encrypted Content packaged by another party and separately record, transcribe, reproduce or disseminate such Content Encryption Key in any form.

2.10 **Server Limitation**. The parties acknowledge and agree that (A) the number of Connections is limited by the capacity of Customer's server's hardware and software and (B) Adobe has no responsibility or liability for the capacity of Customer's server's hardware and software.

3. **Confidentiality**

Any license key, activation code, or similar installation, access or usage control codes ("**License Key**") provided by Adobe to Customer is considered the confidential information of Adobe, and Customer must hold such License Key in strict confidence. If Customer is an entity, Customer may provide License Key access to Authorized Users solely in accordance with this Agreement. Notwithstanding the foregoing, if Customer is permitted to outsource the use of the On-premise Software in accordance with this Agreement, then Customer may disclose the License Key to the permitted third party outsourcing or facilities management contractor.