1. Additional License Terms

1.1 Customer may install and use the Production Software on a per-CPU basis as provided herein or in a separate writing. For each Computer on which Production Software is installed, the minimum number of Production Software licenses that are required may not be less than the total number of CPUs on the Computer. For example if a Computer has four (4) CPUs and the Production Software license is for two (2) CPUs, Customer must obtain 2 Production Software licenses for such Computer.

1.2 **Virtual Machine License**.

(A) **Virtual Machine License based on pCPU/vCPU/vCore.**

(1) **Enterprise License for multiple VM.** If Customer has obtained a Production Software license to the enterprise version of the On-premise Software, Customer may run an unlimited number of VM instances of the On-premise Software, as long as Customer has obtained a valid license, pursuant to Section 2.1, for all the pCPUs of the underlying Computer(s) operating the VMs.

(2) **Enterprise License for Single VM.** If Customer has obtained a Production Software license to the enterprise version of the On-premise Software, Customer may run a single VM instance for each valid license of Production Software that Customer has obtained of the On-premise Software, as long as the number of vCore/vCPU assigned to such VM is less than or equal to eight (8) and Customer has obtained a valid license. Each Production Software License can run on a maximum of a single VM instance, provided that the number of vCore/vCPU assigned to such VM is less than or equal to eight (8). If Customer has a ten (10) vCore/vCPU in a single VM instance, Customer would need two (2) Production Software licenses.

(3) **Standard License.** If Customer has obtained a Production Software license to the standard version of the On-premise Software, Customer may run a single VM instance for each valid license of Production Software that Customer has obtained, as long as the number of vCore/vCPU assigned to such VM is less than or equal to two (2) and Customer has obtained a valid license. Each Production Software License can run on a maximum of one VM instance, provided that the number of vCore/vCPU assigned to such VM is less than or equal to two. If Customer has a 5 vCore/vCPU in a single VM instance, Customer would need three (3) Production Software licenses.

(B) **Virtual Machine License based on processing power.**

(1) **Enterprise License.** If Customer has obtained a Production Software license of the enterprise version of the On-premise Software, Customer may operate the On-premise Software on a single VM instance as long as the processing power of such VM instances measured in Gigahertz is equal to 16 Gigahertz or less. The minimum number of Production Software licenses that are required to be obtained by Customer to run on single VM Instance, is equal to the processing power of such VM instances measured in Gigahertz divided by 16 and rounded to the next integer in case the division by 16 is a non-integer.

(2) **Standard License.** If Customer has obtained the Production Software licenses to the standard version of the On-premise Software, Customer may operate the On-premise Software on a single VM instance as long as the processing power of such VM instances measured in Gigahertz is equal to 5 Gigahertz or less. Each Production Software License can run on a maximum of single VM instance, provided that instance is less than or equal to 5 GHZ in processing power. If Customer has a VM instance of 7 Gigahertz, Customer cannot use a single Production Software

license. Customer could create two (2) VM instances of 4 Gigahertz and 3 Gigahertz which would require two (2) Production Software licenses, one for each VM instance.

1.3 **Development License**. This section applies only if Customer has obtained one or more separate Production Software licenses.

(A) Customer may install and use the On-premise Software as Development Software on one Server for each license of Production Software purchased by Customer. Customer's use of the Development Software is limited to use in Customer's technical environment strictly for testing, development, and staging purposes, to be used and accessed by Users over the Customer's intranet.

(B) Customer may not (a) use the Development Software for any application deployment in a live or standby production environment; or (b) use the Development Software to deploy applications that are accessed by end users.

(C) Customer may install and use the Developer Edition Software on one Computer Customer's use of the Developer Edition Software is limited to use in Customer's technical environment strictly for testing and development purposes and not for staging or live or standby production purposes.

(D) Customer may not use or access the Developer Edition Software (a) for any application deployment in a live or standby production environment; (b) e from more than two IP addresses at any given time; or (c) to deploy applications that are accessed by end users. **The Developer Edition Software is provided on an "AS-IS" basis without any warranties or obligations to Customer**.

2. **Prohibited Use.** Customer is prohibited from: (a) renting, leasing, lending, or granting other rights in the On-premise Software including rights on a membership or subscription basis; (b) providing use of the On-premise Software in a computer service business, third party outsourcing facility or service, service bureau arrangement, time sharing basis, or as part of a hosted service; or (c) using any component, library, or other technology included with the On-premises Software other than solely in connection with its use of the On-premise Software.

3. **Third Party Notices for On-premise Software.** The creators of certain public standards and publicly available code, as well as other third party licensors, require that certain notices be passed through to the end users of the On-premise Software. These third party notices are located at www.adobe.com/products/eula/third_party/index.html (or a successor website thereto).

4. **Definitions.**

4.1 "**CPU**" is each distinct central processing unit (physical) within the Computer, capable of independently manipulating and operating the On-premise Software. Each CPU may contain one or multiple processing cores. The total number of cores operating the On-premise Software in the Computer may not exceed the licensed quantity, and will be the greater of (a) the exact number of cores operating the On-premise Software in the case when Customer configures the Computer such that the total number of CPU cores that actually operate the On-premise Software is less than the total number of cores on that Computer; or (b) the sum of all the cores contained in every pCPU on the Computer. The total number of CPUs in a Computer will then be calculated by dividing the total number of cores operating the On-premise Software by 4, rounded up to the next whole number in case the quotient of the division by 4 is not an integer.

4.2 "**pCPU**" (or "**Physical CPU**") means one physical central processing unit of a Computer. A pCPU contains one or more processing cores.

4.3 "**Developer Edition Software**" means On-premise Software licensed for local host development of applications and can be accessed from a maximum of two simultaneous remote IP addresses.

4.4 "**Development Software**" means On-premise Software licensed solely for (a) internal development and testing; and (b) for use on a Staging Server, when Customer is using the On-premise Software with respect to a valid license to the Production Software. In each case the Development Software may only be accessed by Users over the Customer's intranet.

4.5   "**Staging Server**" means a Server used to assemble, test, and review new or newer versions of applications, to deploy such applications over Customer's intranet, and only to be accessed by Users before the applications are moved into live, standby production, or production environments.

4.6   "**Production Software**" means a version of the On-premise Software licensed by Adobe for production use. Production Software is licensed on a 2-CPU basis on a physical deployment and based on the number of vCore/vCPU on a Virtual Machine deployment pursuant to section 2 below.

4.7   "**Server**" means a Computer designed or configured for access by multiple users through a network.

4.8   **Virtual Core Processing Unit ("vCPU") or Virtual Core ("vCore")** means the unit of processing power in a Virtual Machine. A vCPU or vCore is the virtual representation of one or more hardware threads in underlying processing core. The number of vCPUs or vCores is calculated such that each vCPU or vCore maps to single hardware thread in the underlying processing core.

4.9   "**Virtual Machine**" (or "**VM**") means a technical environment that contains the components necessary to operate multiple instances of software installed on a single Computer as if any instance of such software was separately installed on a separate Computer. VM also means a technical environment operating one or more instances of the software to deliver hosted services and resources over the internet or intranet in which the services and resources can be accessed in a manner that permits such services and resources to be made available "on demand", scaling up or down, to the processing needs of the user over time.