

Adobe ColdFusion Product Specific Terms

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These Product Specific Terms govern your use of ColdFusion and are incorporated by reference into the Adobe General Terms of Use ("**General Terms**") located at www.adobe.com/go/terms (these Product Specific Terms and the General Terms are collectively referred to as "**Terms**"). Other Product Specific Terms incorporated by reference into the General Terms may also govern your use of the Services and Software. Capitalized terms not defined here have the same meaning as defined in the General Terms.

1. License Terms.

- 1.1. **Standard License.** Under a Standard License, Adobe grants you a license to install and use the Production Software on a per Core basis as provided herein. Adobe grants you the right to run on a single computer for each valid license of Production Software that you have obtained, as long as the number of Cores in such single computer is less than or equal to two (2). Licensee may contact Adobe for assistance in any licensing query at http://www.adobe.com/go/ColdFusion_Licensing_Contact.
- 1.2. **Enterprise License.** Under an Enterprise License, Adobe grants you the right to run on a single Computer for each valid license of Production Software that you have obtained, as long as the number of Cores in such single Computer is less than or equal to eight (8). You may install and use the On-premise Software as Development Software. Your use of the Development Software shall be governed by terms below:
 - 1.2.1. You may install and use the On-premise Software as Development Software on one Server for each Production Software license purchased by you. Your use of the Development Software is limited to use in your technical environment strictly for testing, development, and staging purposes, to be used and accessed by Users over your intranet.
 - 1.2.2. You 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.
 - 1.2.3. You may install and use the Developer Edition Software on one Computer your use of the Developer Edition Software is limited to use in your technical environment strictly for testing and development purposes and not for staging or live or standby production purposes.
 - 1.2.4. You may not use or access the Developer Edition Software (a) for any application deployment in a live or standby production environment; (b) 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 you.**

2. **Prohibited Use.** You are 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-premise Software other than solely in connection with its use of the On-premise Software. The On-premise Software is designed and provided to you as a single product to be used as a single product on Computers and platforms as permitted herein. You may not use all component parts of the On-premise Software, but you shall not unbundle the component parts of the On-premise Software for use on different Computers except as otherwise permitted under the Terms. You will not unbundle or repackage the On-premise Software for distribution, transfer, or other disposition.

3. Definitions.

- 3.1. "**Additional Enterprise Software Component**" means a ColdFusion API Manager which helps manage application programming interface and available with Enterprise edition of the On-premise Software only.
- 3.2. "**Computer**" means a virtual or physical device for storing or processing data, such as servers, desktop computers, laptops, mobile devices, and hardware products. Where a device contains more than one virtual environment (including virtual machines and virtual processors), each virtual environment will be counted as a separate Computer.

- 3.3. **“Core”** means a physical or virtual core on a physical or Virtual Machine and is capable of independently manipulating and operating the On-premise Software. In physical deployment, Core refers to one of smaller processing units of the CPU in a Computer, and in virtual deployment, it refers to the unit of processing power in a Virtual Machine. A "Virtual Core" is the virtual representation of a single hardware thread in an underlying processing core. 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 when you configures the Computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of 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 CPU on the Computer. The total number of Cores assigned to the Virtual Machine may not exceed the licensed quantity of Cores.
- 3.4. **“CPU”** is each distinct central processing unit (physical) within the Computer. Each CPU may contain one or multiple processing Cores.
- 3.5. **“Developer Edition Software”** means On-premise Software licensed for development on a local host of applications that can be accessed from no more than two simultaneous remote IP addresses.
- 3.6. **“Development Software”** means On-premise Software licensed solely for (a) internal development and testing; and (b) for use on a Staging Server, when you are 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 your intranet.
- 3.7. **“Hypervisor”** means a software, firmware, or hardware device that creates and runs Virtual Machines.
- 3.8. **“Instance”** means a single installation of ColdFusion deployed through a Hypervisor.
- 3.9. **“On-premise Software”** means the Adobe software that is deployed by or on behalf of you on hardware designated by you.
- 3.10. **“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.
- 3.11. **“Production Software”** means On-premise Software licensed for productive business use. Production Software is licensed for deployment on a Computer with a specified number of Cores.
- 3.12. **“Server”** means a Computer designed or configured for access by multiple users through a network.
- 3.13. **“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 an 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.
- 3.14. **“User”** refers to both Personal user and Business user as applicable.