Adobe Developer Terms of Use

Last updated August 22, 2023.

1.   Your Agreement with Adobe.

1.1   These Adobe Developer Terms of Use (these "**Terms**") are a legal agreement between you ("**you**" or "**your**") and the Adobe entity stated in section 1.2 ("**Adobe**", "**we**", "**us**", or "**our**") governing your use of (A) the Adobe developer sites located at https://developer.adobe.com (including the Developer Console at https://developer.adobe.com/console/home), (B) the Adobe Exchange site and producer portal located at https://exchange.adobe.com, (C) the Developer Mode of Adobe Express Add-on Marketplace, and (D) any Developer Tools (defined in section 2) that we make available to you. These Terms supersede all prior versions of the Terms (including prior versions of the Developer Terms of Use, the Adobe Exchange Agreement, and the Adobe Developer Additional Terms) in their entirety.

1.2   **If you reside in North America (inclusive of United States, Canada, Mexico, United States territories and possessions, and United States military bases wherever located), your relationship is with Adobe Inc., a Delaware corporation, and these Terms are governed by the laws of California, U.S.A., unless preempted by U.S. federal law, without regard to conflict of law rules. If you reside outside of North America, your relationship is with Adobe Systems Software Ireland Limited, and these Terms are governed by the laws of Ireland.** For customers in Australia, Adobe Systems Software Ireland Limited is acting as an authorized agent of Adobe Systems Pty Ltd. and is entering into this contract in its capacity as agent for Adobe Systems Pty Ltd. You may have additional rights under your local laws. We do not seek to limit those rights where it is prohibited to do so by law.

1.3   If you are an Admin (defined in section 2), or you otherwise use the Developer Tools on behalf of a Business (defined in section 2), then "you" means you (in your personal capacity) along with your Business, and you represent and warrant that you (in your personal capacity) have all necessary authority to bind that Business to these Terms.

1.4   Use of certain Adobe offerings, including Adobe Services and Adobe Software, is subject to the Terms and a separate agreement between you and us.

1.5   The Adobe Privacy Policy (https://www.adobe.com/go/privacy) describes the privacy practices of the Adobe Services and Adobe Software.

2.   Definitions.

2.1   "**Admin**" means an administrator who manages the Adobe Services and Adobe Software for Business Users within your Business using the Admin Console and/or Developer Console.

2.2   "**Admin Console**" means the program administration user interface that allows Admins to manage their Business's Adobe Services and Adobe Software.

2.3   "**Adobe Exchange**" means the application marketplace and producer portal located at https://exchange.adobe.com (or successor URL).

2.4   "**Adobe Express**" means the online and mobile design application located at https://express.adobe.com (and all associated subdomains, including https://new.express.adobe.com).

2.5   "**Adobe Express Add-on Marketplace**" means the extensibility platform available on Adobe Express, which allows Developers to create and distribute Developer Software to End Users or for internal use.

2.6   "**Adobe ID**" means the unique username, password, and profile information you use to create a developer account and to sign in and access the Developer Tools.

2.7   "**Adobe Services**" means our website, web-based applications and products, customer support, discussion forums, or other interactive areas or services, and services such as Creative Cloud and the Developer Tools.

2.8   "**Adobe Sign-in UI**" means the distinctive button graphic and separate sign-in screen interface template made available by us and required for display in a user interface as the visual prompt to facilitate or initiate log-in to Adobe Services.

2.9   "**Adobe Software**" means software that we include as part of the Adobe Services, as well as any applications (including mobile applications), Developer Tools, Sample Files and Content Files, scripts, instruction sets, and related documentation.

2.10   "**Adobe Stock Work(s)**" means the photographs, illustrations, images, vectors, videos, 3D assets, template assets, and other pictorial or graphic works available for license via the Adobe Stock services at stock.adobe.com (or successor URL), or that are otherwise identified as Adobe Stock assets.

2.11   "**Adobe Trademarks**" mean the Adobe Sign-in UI; Badges; Feature Icons; Adobe trademarks, names, logos and icons in the Branding Guidelines; and any other trademarks expressly provided to you by us for the purpose of promoting the availability of your approved Developer Software.

2.12   "**API**" means application programming interfaces.

2.13   "**API Key**" means the API access credential assigned to your Developer Software and linked to your Adobe ID, which is used by us to associate, validate, and authenticate your API activity and Developer Software.

2.14   "**Badges**" means the trademarks (including logos), icons, and text identified as a "badge" in the Branding Guidelines.

2.15   "**Branding Guidelines**" means any instructions or guidelines that we may publish or provide to you in connection with your use of the Adobe Trademarks, including the guidelines available at: https://www.adobe.com/go/trademarks (or successor URL).

2.16   "**Business**" means an organization or group, including but not limited to a business or any other commercial entity, government entity, non-profit organization, or educational institution.

2.17   "**Business User**" means you, if you received the right to use, access, and consume Adobe Software and Adobe Services from a Business under one of Adobe's business plans (such as Creative Cloud for Teams, Creative Cloud for Enterprise, or Document Cloud).

2.18   "**Confidential Information**" means, whether in written, verbal, graphic, or electronic form: (A) any information Adobe marks as "confidential" or orally designates as confidential at the time of disclosure; (B) the Prerelease Developer Tools, including their existence, features and functionality, trade secrets, source code, and any other associated information, whether or not marked confidential; (C) Adobe's bug database; (D) discussions of potential features and/or product changes; (E) Feedback and opinions stemming from the Feedback; (F) opinions stemming from any customer advisory boards organized by us; (G) any APIs that are not publicly documented when you are given access to them; and (H) any derivative works of the above. "Confidential Information" does not include information that (1) is or becomes generally publicly available at the time of disclosure or subsequently through no fault of your own; (2) was known to you, free of any confidentiality obligations, before its disclosure by us; (3) becomes known to you, free of any confidentiality obligations, from a source other than us; (4) is necessary to publish the Developer Software, including the Developer Software itself; or (5) is independently developed by you without use of Confidential Information.

2.19   "**Content Files**" means Adobe assets provided as part of the Adobe Services and Adobe Software.

2.20   "**Developer Console**" means the console located at: https://developer.adobe.com/console/home (or successor URL).

2.21   "**Developer Mode**" means a setting that allows Developers to access Developer Tools available on Adobe Express to create, test, deploy and publish Developer Software.

2.22   "**Developer Software**" means any software applications, programs, add-ons, extensions, plug-ins, and other technologies you develop that are intended to access, function or interoperate with, or add features or functionality to Adobe Software or Adobe Services.

2.23   "**Developer Tools**" means Adobe Software or Adobe Services we provide to you for the purpose of accessing, interoperating with, or adding functionality to other Adobe Software and Adobe Services. Developer Tools may include, without limitation, (A) software development kit ("**SDK**") files, tools, programs, and utilities; (B) plug-ins or other APIs; (C) API Keys; (D) header or Java Archive (JAR) files; (E) sample images, sounds, or similar

assets; (F) Sample Code; (G) related documentation, technical specifications, notes, and explanatory materials; (H) other development items and associated or related materials provided to you by us; and (I) modifications, updates, upgrades, or copies of any of the foregoing items. "Developer Tools" also includes "Prerelease Developer Tools" except where expressly indicated.

2.24 **"Developer Usage Data"** means data Adobe collects about your interaction with and relating to your use of the Developer Tools, Adobe Services, Adobe Software, the Adobe developer sites located at https://developer.adobe.com (including the Developer Console) and at https://exchange.adobe.com (Adobe Exchange).

2.25 "**End Use**" has the meaning stated in section 4.1(B).

2.26 "**End User**" means a customer who purchases or uses your Developer Software.

2.27 "**Feature Icons**" means the graphic icons made available by us and required for display in or on a user interface to uniquely identify certain discrete features, components, or processing functions of Adobe Software or Adobe Services.

2.28 "**Feedback**" means ideas, bug or crash reports, suggestions, proposals, and other information or materials provided by you to us relating to your access to, use of, and evaluation of the Prerelease Developer Tools or the Developer Tools, along with all associated Intellectual Property Rights.

2.29 "**Intellectual Property Rights**" means copyrights, moral rights, trademarks, trade dress, patents, trade secrets, unfair competition, rights of privacy, rights of publicity, and any other proprietary rights.

2.30 "**Payment Processor**" has the meaning stated in section 7.3.

2.31 "**Prerelease Developer Tools**" means prerelease versions of Developer Tools.

2.32 "**Restricted Country**" has the meaning stated in section 6.17.

2.33 "**Sample Code**" means object code or source code, excluding Sample Files, that we include for you to incorporate into your Developer Software in accordance with these Terms.

2.34 "**Sample Files**" means Adobe-provided audio, visual, video, or other content files for use in tutorials, demonstrations, and for other testing purposes, which may be identified as sample files.

2.35 "**Submission Guidelines**" means our current approval guidelines and standard policies for the applicable marketplace located at https://developer.adobe.com/developer-distribution/creative-cloud/docs/guides/submission/overview (or successor URL) for Adobe Exchange and https://developer.adobe.com/express-add-ons/docs/guides/distribute (or successor URL) for Adobe Express Add-on Marketplace.

2.36 "**Testing Period**" means the time period from when the Prerelease Developer Tools are made available to you until the earlier of the date of the first commercial release of the Prerelease Developer Tools or a date communicated to you by us.

3. Developer Credentials.

3.1 **Your Account.** Except as expressly permitted by us, you must create an Adobe ID and online developer account profile to obtain and use the Developer Tools and create Developer Software. You must keep your account profile up to date with current account information (including current contact information) at all times. You are responsible for all activity that occurs via your account even if that activity is not by you or is without your knowledge or consent. Please notify Adobe customer support immediately if you become aware of any unauthorized use of your account. You may not (A) share your account information (except with an authorized account administrator), whether intentionally or unintentionally; or (B) use another person's account. Your account administrator may use your account information to manage your use and access to the Developer Tools. You will access the Developer Tools by the means required by us and as otherwise described in the relevant documentation. When using APIs, you may not mispresent or mask your identity or that of your API client.

3.2 **API Key**. If an API requires an API Key, you must obtain a separate API Key for each Developer Software. Until we approve your Developer Software for distribution, you may only use the API Key for development and testing of Developer Software and may not use it in connection with any Developer Software made available to End Users.

3.3 **Developer Usage Data.** You agree that we may collect Developer Usage Data associated with your Adobe ID and online developer account profile to maintain security, monitor performance, and improve service quality. In addition, you agree that we may monitor and collect Developer Usage Data, including personal information, for our research, product development, and product improvement purposes. You agree we may transfer your personal information across national boundaries and store and process such information in any of the countries we or our agents maintain offices. If you do not wish to have your usage tracked, your only option is to discontinue use of the Developer Tools, the Adobe developer sites located at https://developer.adobe.com (including the Developer Console at https://developer.adobe.com/console/home), and at https://exchange.adobe.com/ (Adobe Exchange).

4.   Licenses.

4.1 **License to You.**

(A)   We grant to you a limited, non-exclusive, non-sublicensable, non-transferable, revocable license to (1) use and reproduce the Developer Tools for the development and testing of your Developer Software; and (2) subject to the approval rights in section 5 (Distribution of Developer Software), distribute the Developer Tools (or portions thereof) solely in and with your approved Developer Software in object code form only. The foregoing grant of license does not apply to Prerelease Developer Tools; see section 9 (Prerelease Developer Tools) for terms governing your use of Prerelease Developer Tools.

(B)   Unless documentation or specific licenses (including but not limited to Additional Terms) state otherwise, we grant you a limited nonexclusive, non-sublicensable, non-transferable, revocable license to use the Content Files to create your end use (i.e., the derivative application or product authored by you) into which the Content Files, or derivations thereof, are embedded for your use ("End Use"). You may modify the Content Files prior to embedding them in the End Use. You may reproduce and distribute Content Files only in connection with your End Use, however, under no circumstances can you distribute the Content Files on a stand-alone basis, outside of the End Use.

4.2 **License to Adobe**. If you choose to submit your Developer Software to us, you grant us a worldwide, nonexclusive, royalty-free, fully paid-up license to (A) test, reproduce, and otherwise use your Developer Software for approval for distribution; and (B) publicly display, modify, sublicense, and distribute your Developer Software to End Users through Adobe Exchange or other channels approved by us.

4.3 **Ownership.** The Developer Tools and the Adobe Stock Works are our and our suppliers' intellectual property and are protected by United States law (including United States copyright, trademark, trade secret, and patent law), international treaty provisions, and applicable laws of the country in which they are being used. We and our suppliers retain title and ownership of these items, the media on which they are recorded, and all subsequent copies, regardless of the form or media in or on which the original and other copies may exist. We reserve all rights not expressly granted in these Terms. You agree to retain and reproduce in full any Adobe copyright notices or other proprietary notices or disclaimers in all copies of the Developer Tools, or any portions thereof.

4.4 **Modifications.** We may modify, update, or discontinue the Developer Tools at any time without notice or liability to you or anyone else, and your continued access to or use of the Developer Tools will constitute acceptance of such update or modification. You are responsible for implementing the most current version of such Developer Tools at your sole cost and expense promptly following the release of any update or modification to any Developer Tools.

4.5 **Third-Party Terms.** The Developer Tools may contain third-party software (such as free or open source software) and may be subject to additional terms and conditions found in a separate license agreement; a "ReadMe" file; a "License" file; or in the "Third Party Software Notices and/or Additional Terms and Conditions" found at http://www.adobe.com/go/thirdparty (collectively, "**Third-Party License Terms**"). The Third-Party License

Terms may require you to pass through notices to your End Users and will control if there is a conflict between these Terms and such Third-Party License Terms.

4.6   **Sample Files.** Sample Files may not be used for any other purpose than for which they were provided. You may not distribute Sample Files in any way that allows a third party to use, download, extract, or access the Sample Files as a stand-alone file, and you may not claim any rights in the Sample Files.

5.   Distribution of Developer Software.

5.1   **Approval by Adobe.** We may restrict distribution of any Developer Software (or access to Adobe Software and Adobe Services by Developer Software) not approved by us. As part of the approval process, we may review Developer Software (A) for compliance with these Terms, (B) for adherence to the applicable Submission Guidelines, and (C) to identify issues regarding security, privacy, and poor performance that might affect us or our users. We may also require re-approval for any changes to Developer Software, including bug fixes, updates, upgrades, and new releases. We may withdraw approval for any Developer Software at any time for any reason, including failure to comply with these Terms. If we withdraw approval for any Developer Software, you must stop distributing the Developer Software and accessing Adobe Software and Adobe Services through such Developer Software within ten days of notice of such withdrawal.

5.2   **Distribution Channels.** We may require you to distribute approved Developer Software only through Adobe Exchange, Adobe Express Add-on Marketplace, or other channels approved by us.

6.   Requirements and Restrictions.

6.1   **No Modifications or Reverse Engineering.** Except as expressly permitted in these Terms, you may not (A) modify, port, adapt, or translate any portion of any Developer Tools; or (B) reverse engineer (including but not limited to monitoring or tracking the inputs and outputs flowing through a system or an application in order to recreate that system), decompile, disassemble, or otherwise attempt to discover, within any Developer Tool, the data representations or underlying algorithms, processes, methods, and source code of any portion of any Adobe Software and Adobe Services (including Developer Tools) not provided to you in source code form. If the laws of your jurisdiction give you the right to decompile a Developer Tool to obtain information necessary to render the licensed portions of the Developer Tool interoperable with other software, you may do so only after you first request such information from us, and we may impose reasonable conditions, including a reasonable fee, on such use of the source code to ensure that our and our suppliers' rights in the Developer Tool source code are protected and our obligations are met.

6.2   **No Interference.** Except as expressly permitted by us, you may not create Developer Software that (A) removes or otherwise obscures any Adobe "About" or "Info" screens or pages in any Adobe Services or Adobe Software; or (B) degrades, adversely affects, or otherwise negatively interferes with the functionality or appearance of any Adobe Services or Adobe Software. You may also not use the Developer Tools to create Developer Software that enables interference with or modification of the default language of any Adobe Services or Adobe Software.

6.3   **No Unbundling.** The Developer Tools may (A) include various applications, utilities, and components; (B) support multiple platforms and languages; or (C) be provided to you on multiple media or in multiple copies. You may not unbundle or repackage the component parts of, or any of your rights in, any Developer Tools for distribution, transfer, or resale.

6.4   **Malware.** You may not knowingly, willfully, or negligently incorporate any malicious or harmful code, viruses, Trojan Horses, worms, time bombs, cancelbots, or other malware in your Developer Software.

6.5   **Trade Controls.** Your use of Developer Software is subject to U.S. export controls. You will comply with all U.S. and other import, export, and re-export restrictions that apply to your use of Developer Software, including the US Export Administration Regulations. In addition, you represent and warrant that you are not listed on any sanctions list issued by United States, European Union, or United Kingdom, or otherwise subject to sanctions, and you are not a citizen of, or located in, an embargoed territory (currently, Cuba, Iran, North Korea, Syria, the Crimea Region of Ukraine, or the so-called Donetsk People's Republic or the Luhansk People's Republic).

6.6   **Viral Open-Source Software.** You may not integrate, use, distribute, or otherwise combine the Developer Tools with other software in a way that would require the Developer Tools or any other Adobe Services or Software to be: (A) disclosed or distributed in source code form; (B) licensed for the purpose of making derivative works; or (C) redistributed at no charge, which typically occurs in connection with, but not limited to, software licensed under GNU General Public License (GPL), GNU Affero General Public License (AGPL), GNU Lesser General Public License (LGPL), or other open-source licenses.

6.7   **Usage Limits.** Unless otherwise agreed in a separate agreement, we may limit your use of the Developer Tools in our sole discretion, such as by limiting the type of calls accepted by an API or limiting the number of calls to an API. You may not attempt to circumvent such limitations and must obtain our express written consent to use the Developer Tools in a way that exceeds such limitations.

6.8   **No Sublicensing.** You may not (A) sublicense the Developer Tools for use by a third party or (B) sell, rent, lease, lend, or otherwise grant to any third party any rights in the Developer Tools**.**

6.9   **Similar Functionality.** You may not create Developer Software that does not add significant functionality or features beyond a Developer Tool or an API provided to you by Adobe.

6.10   **End User Data.** If you collect, use, or process personal information through your Developer Software, you must: (A) comply with all applicable privacy laws and regulations; (B) post a privacy notice that you make easily accessible to End Users in your listing on Adobe Exchange (or other channel approved by us) and from within your Developer Software in which notice you clearly describe your practices for collecting, using, and processing End User personal information, including any sharing with third parties; (C) respect your End Users' privacy and adhere to your privacy notice commitments; and (D) immediately delete any End User's content or other information, including tokens, upon request by that End User or us or when that End User closes the applicable account with you.

6.11   **Re-identification.** You must not attempt to re-identify a natural person or otherwise derive personal information by any linking, combination, or cross-comparison of the data you obtain through your Developer Software with data from third-party sources.

6.12   **Non-Blocking of Adobe Development.** We may develop, acquire, license, maintain, or distribute technologies or products, now or in the future, that have design or functionality similar to or competitive with your Developer Software and nothing in these Terms limits our right to do so. You agree not to assert any Intellectual Property Rights covering your Developer Software against us, our subsidiaries or affiliates, or our or their customers, agents, or contractors for the manufacture, use, import, licensing, sale or offer for sale of any Adobe Software, Adobe Services, or other products or technologies.

6.13   **Support.** You are solely responsible for providing support to End Users of your Developer Software.

6.14   **Compliance.** You must comply with all applicable laws and regulations and may not use the Developer Tools to encourage or promote illegal activity or violate third-party rights, including but not limited to creating Developer Software that violates any law, regulation, or the rights of others when used as intended or marketed.

6.15   **End User License Agreement.** You must include your own end user license agreement with your Developer Software. Your end user license agreement may not contain provisions that are inconsistent with these Terms.

6.16   **Machine Learning and Artificial Intelligence.** You will not, and will not allow third parties to, use the Adobe Services or Adobe Software (or any content, data, output, or other information received or derived from the Adobe Services or Adobe Software) to directly or indirectly create, train, test, or otherwise improve any machine learning algorithms or artificial intelligence systems, including any architectures, models, or weights, or for any technologies designed or intended for the identification of natural persons.

6.17   **Regional Service Limitations.** Unless use in a Restricted Country is specifically authorized by Adobe, you are not permitted to use any Developer Tools in any Restricted Country or to enable users in a Restricted Country to use the Developer Software. "**Restricted Country**" means mainland China, Russia, and any other country where access or usage is restricted by local laws or is otherwise restricted pursuant to section 6.5 (Trade Controls).

7.   Fees, Revenue Share and Payment Processing.

7.1	**Fees Charged by Us.** We may set prices or charge a fee for use of any features, components, or processing functions provided or enabled through the Developer Tools.

7.2	**Fees Paid by Us.** If we offer a revenue share for the sale of your Developer Software through Adobe Exchange or other channels approved by us, then we will pay you according to the relevant section in these Terms and payment policies for such channel. We may modify our payment policies at any time, and you are responsible for checking them regularly for updates. By continuing to submit Developer Software to us or by not removing Developer Software, you are agreeing to any modified payment policies. You may designate your Developer Software as free software, trial software, or test software, in which case we may distribute the Developer Software without liability or payment to you. Except as stated in these Terms, we have no payment obligations to you.

7.3	**Payment Processors.** We or you may use third-party payment processors (each a "**Payment Processor**") to facilitate payment to you arising out of sales of your Developer Software. A Payment Processor may require you to provide additional information or enter a separate agreement directly with them to utilize their services. In certain cases, Adobe may require that a particular Payment Processor be used. Unless otherwise approved in writing by Adobe, you agree that any payment processing using a Payment Processor must occur outside of the applicable Adobe Software or Service. You acknowledge and agree that we have no liability due to any delay or inaccuracy of payments, or otherwise due to any use of a Payment Processor, and you agree to resolve any dispute related to the processing or payment of fees directly with such Payment Processor. In addition, we may share information about you with the Payment Processor and other third-party service providers as necessary to enable your use of the Developer Tools. We do not have access to or control over actions that a third party may take and the information handling practices of third-party websites are not covered by the Adobe Privacy Policy, these Terms, or any other applicable terms and conditions between you and us.

7.4	**Taxes and Third-Party Fees.** You must pay, and we are not responsible for payment of, any applicable taxes and third-party fees (such as telephone toll charges, mobile carrier fees, ISP charges, data plan charges, credit card fees, or foreign exchange fees) incurred in connection with the licensing of your Developer Software through Adobe Exchange or other channels approved by us. If any fees are charged to us, we may take steps to collect those fees from you, and you will be responsible for all related collection costs and expenses incurred by us.

**8.	Trademarks.**

8.1	**Adobe Trademark License.**
(A)	We grant to you a limited, non-exclusive, non-transferable, revocable license to use the Adobe Trademarks in your Developer Software, on your website, and in printed and electronic communications solely to indicate that your approved Developer Software provides a connection to, interoperates with, or is compatible with the Adobe Services or Adobe Software, or is available through Adobe Exchange or other channels approved by us, so long as your use of the Adobe Trademarks complies with these Terms, the Branding Guidelines, and any other applicable guidelines or restrictions provided by us. We may revise or update our Branding Guidelines at any time, and you must remain in compliance with the then-current version of our Branding Guidelines at all times.

(B)	These Terms do not grant you rights to use any trademarks other than the Adobe Trademarks and do not grant you any right, title, or interest in any Adobe Trademarks other than as expressly stated in these Terms. You acknowledge our ownership of the Adobe Trademarks, recognize the value of the goodwill associated with the Adobe Trademarks, and acknowledge that such goodwill exclusively inures to the benefit of and belongs to us. You agree not to use the Adobe Trademarks in any way that will disparage us or any Adobe Services or Adobe Software, damage or interfere with the goodwill in the Adobe Trademarks, infringe our Intellectual Property Rights, or make a false or misleading statement regarding your Developer Software.

8.2	**Adobe Trademark Restrictions.**

(A)	You agree to use the Adobe Trademarks only in connection with Developer Software that (1) complies with these Terms, (2) conforms to any quality standards set by us, and (3) complies with all applicable laws for the jurisdiction in which the Developer Software is made or used. Upon request, you must notify us of all the locations where you are using the Adobe Trademarks, provide us with representative samples of such use, and assist in and comply with monitoring and maintaining the quality and form of the Adobe Trademarks. Upon notice, you must cease any use of the Adobe Trademarks that we determine, in our sole discretion, is contrary to the intent of the

trademark license grant above. You are solely responsible for any costs associated with removing or modifying your use of the Adobe Trademarks as requested by us.

(B)   You may only use the Badges to market and promote your Developer Software. You may not use the Badges on or in the user interface of your Developer Software.

(C)   If your Developer Software identifies, initiates, or facilitates log-in to Adobe Services, you are required to use the Adobe Sign-in UI in the user interface of your Developer Software. If your Developer Software identifies discrete Adobe Service or Adobe Software features, components, or processing functions, you are required to use the Feature Icons in the user interface of your Developer Software. You may not use Adobe Sign-in UI or Feature Icons to market or promote your Developer Software or in any manner other than as described in these Terms, the Branding Guidelines, and any other applicable guidelines or restrictions provided to you by us.

(D)   Consistent with the Branding Guidelines, you may not use any Adobe Trademarks, Adobe word or logo marks, any Adobe product names, or any similar names or designs, in whole, in part, or in any abbreviated form, in the name or product icon of your Developer Software, or register or seek to register a website domain name or trademark that contains or is confusingly similar to any of the foregoing.

8.3   **Developer Trademarks.** You grant to us a nonexclusive, non-sublicensable, royalty-free, worldwide license to reproduce and use your name, trademarks, service marks, trade names, logos, and other marks and descriptive materials to publicly refer to you or your Developer Software for the purpose of advertising and promoting Adobe Services, Adobe Software, and your Developer Software, including listings of your Developer Software through Adobe Exchange or other channels approved by us.

9.   Prerelease Developer Tools.

9.1   **Evaluation License.** In the event Prerelease Developer Tools are made available, we grant to you a limited, nonexclusive, non-transferable, royalty-free license to use the Prerelease Developer Tools during the Testing Period for the purpose of evaluating the Prerelease Developer Tools and providing Feedback to us.

9.2   **Additional Requirements and Restrictions for Prerelease Developer Tools.**

(A)   **Prohibited Output.** You may not make any public use of the Prerelease Developer Tools, including without limitation distributing, publicly showing or displaying, or publicly referencing the Prerelease Developer Tools. You may not share screenshots of any Prerelease Developer Tool user interface or refer to the names of any Prerelease Developer Tools unless expressly permitted by Adobe.

(B)   **Specific Limitations on Fonts.** If any font listed at: https://www.adobe.com/go/restricted_fonts (or successor URL) is included with the Prerelease Developer Tools, you may only use the font in connection with the Prerelease Developer Tools. You may not copy, move, activate, or use (or allow any font management tool to copy, move, activate, or use) any of such fonts in or with any software application, program, or file other than the Prerelease Developer Tools.

9.3   **Feedback.** You agree to provide Feedback to us during the Testing Period, which may be provided to us generally. You grant to us a worldwide, perpetual, irrevocable, sublicensable, transferable, royalty-free, fully paid-up license to make, use, sell, have made, offer to sell, import, export, reproduce, distribute, modify, publicly perform, publicly display, sublicense, and make derivative works based upon the Feedback. You represent and warrant that you have all rights necessary to provide the Feedback to us. We have no obligation to incorporate, use, or otherwise acknowledge any Feedback that you provide.

10.   Confidential Information.

10.1   **Non-Disclosure.** You agree to hold Confidential Information in strict confidence and not disclose it to any other party except to your employees and authorized representatives who need to know the Confidential Information and are bound by confidentiality obligations at least as restrictive as the confidentiality provisions of these Terms before having access to Confidential Information. You are responsible for any breach of this confidentiality provision by any of your representatives. Except as expressly allowed in these Terms, you may not modify, create other works from, reverse engineer, or disassemble any software programs provided or disclosed as Confidential Information without our prior written consent. You agree to treat Confidential Information with the

same degree of care as you treat your own confidential, non-public materials but in no event with less than reasonable care. You will stop use of and return or destroy all tangible Confidential Information promptly upon request, together with any copies, except as otherwise required by law. You may disclose Confidential Information (A) as approved in a writing signed by us or (B) as necessary to respond to a valid order by a court or other governmental body, as required by law, or as necessary to establish the rights of either party, provided that you promptly notify us upon receipt of the disclosure order and requests confidential treatment of any affected Confidential Information. If there is any inconsistency between this section and any existing obligations of non-disclosure or confidentiality you already have to us, those existing obligations take precedence.

10.2   **Prerelease Developer Tools.** Except as otherwise agreed, your obligations to protect the confidentiality of any Prerelease Developer Tools will terminate upon the first generally available commercial release of such Prerelease Developer Tools. However, notwithstanding anything in the foregoing, any prerelease login identifiers, passwords, and API Keys are intended for use by you only and may not be shared with anyone else.

11.   Your Warranty and Indemnification Obligations.

11.1   **Your Warranties.** By choosing to use the Developer Tools, you represent and warrant that (A) you have all necessary licenses, rights, and permissions to use all content that appears or is incorporated in your Developer Software and to grant the licenses in these Terms; and (B) the Developer Software does not infringe any of our or a third party's Intellectual Property Rights.

11.2   **Indemnification.** You will indemnify us and our subsidiaries, affiliates, officers, agents, employees, partners, and licensors from any claim, demand, loss, or damage, including reasonable attorneys' fees, arising out of or related to (A) any breach of these Terms by you, including any breach or alleged breach of any representations and warranties made by you concerning any aspect of the Developer Software; (B) your use of the Developer Tools; (C) any alleged or actual violation of your obligations of privacy to any third party; (D) any End User claim related to the Developer Software, including but not limited to any allegations based on a product liability claim; and (E) any claim related to your agreement or relationship with an End User. We have the right to control the defense of any claim, action, or matter subject to indemnification by you with counsel of our own choosing, and you will fully cooperate with us in the defense of any such claim, action, or matter.

12.   Disclaimers of Warranties. The Developer Tools are provided "AS-IS" and to the maximum extent permitted by law, we disclaim all warranties related thereto, whether express or implied, including the implied warranties of non-infringement, merchantability, and fitness for a particular purpose. We make no commitments about the performance of the Developer Tools and further disclaim any warranty that (A) the Developer Tools will meet your requirements or will be constantly available, uninterrupted, timely, secure, or error-free; (B) the results obtained from the use of the Developer Tools will be effective, accurate, or reliable; (C) the quality of the Developer Tools will meet your expectations; or (D) any errors or defects in the Developer Tools will be corrected. We specifically disclaim all liability for any actions resulting from your use of the Developer Tools. You may use and access the Developer Tools at your own discretion and risk, and you are solely responsible for any damage to your computer system or loss of data that results from the use of and access to the Service or Developer Tools. We may update the Developer Tools, including any APIs, from time to time. Subsequent versions of the Developer Tools may not be compatible with Developer Software developed using previous versions of the Developer Tools.

13.   Limitation of Liability. Unless stated in these Terms, we are not liable to you for any special, incidental, indirect, consequential, moral, exemplary, or punitive damages whatsoever, regardless of cause, including losses and damages (A) resulting from loss of use, data, reputation, revenue, or profits; (B) based on any theory of liability, including breach of contract or warranty, negligence, or other tortious action; or (C) arising out of or in connection with your use of or access to the Developer Tools. Our total liability in any matter arising out of or related to these Terms is limited to the greater of (A) US $100; or (B) the aggregate amount that you paid to Adobe for access to the Developer Tools during the three-month period preceding the event giving rise to the liability.

14.   Termination and Removal.

14.1   **Termination by You.** You may terminate your use of the Developer Tools or your access to Adobe Services or Adobe Software through your Developer Software at any time. Termination does not relieve you of any obligation existing prior to termination, including the obligation to pay any outstanding fees.

14.2   **Termination by Us.** We may terminate your rights under these Terms, deny use of the Developer Tools or access to Adobe Services or Adobe Software through your Developer Software, or revoke any assigned API Keys, at any time and for any reason. With respect to Prerelease Developer Tools, your rights under these Terms will terminate at the earlier of (A) the end of the Testing Period or (B) upon written notice from us.

14.3   **Effect of Termination.** Upon termination, you must immediately (A) stop distributing your Developer Software; (B) stop using the Developer Tools and the Adobe Trademarks; (C) stop accessing Adobe Services, Adobe Software, and Adobe Stock Works through your Developer Software; (D) stop advertising compatibility with any Adobe Services or Adobe Software; and (E) stop using and return or destroy all Confidential Information, including any versions of Prerelease Developer Tools, in your possession.

14.4   **Survival.** All clauses that by their nature should survive the termination of these Terms will survive such termination. In addition, without limiting the generality of the preceding sentence, sections 1 (Your Agreement with Adobe), 2 (Definitions), 4.3 (Ownership), 4.5 (Third-Party Terms), 6 (Requirements and Restrictions), 11 (Your Warranty and Indemnification Obligations), 12 (Disclaimers of Warranties), 13 (Limitation of Liability), 14.3 (Effect of Termination), 15 (General), and 17.10 (Effect of Termination on Adobe Stock Works) will survive termination of these Terms.

15.   General.

15.1   **No Agency.** Nothing in these Terms creates a fiduciary, agency, joint venture, employee/employer, partnership, or trust relationship between you and us. Neither you nor we may bind the other in any manner.

15.2   **English Version.** The English version of these Terms will be the version used when interpreting or construing these Terms.

15.3   **Non-Assignment.** You may not assign or otherwise transfer these Terms or your rights and obligations under these Terms, in whole or in part, without our written consent, and any such attempt will be void. We may transfer our rights under these Terms to a third party.

15.4   **Headings.** Headings used in these Terms are provided for convenience only and will not be used to construe meaning or intent.

15.5   **Severability.** If any provision of these Terms is held invalid or unenforceable for any reason, the remainder of these Terms will continue in full force and effect.

15.6   **No Waiver.** Our failure to enforce or exercise any provision of these Terms is not a waiver of that provision.

15.7   **Remedies.** Notwithstanding any other provisions of these Terms, breach of these Terms by you may cause us irreparable damage for which recovery of money damages will be inadequate, and we will be entitled to seek timely injunctive relief to protect our rights under these Terms without the posting of a bond in addition to seeking any and all remedies available at law. If any legal action is brought to enforce these Terms, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

15.8   **Entire Agreement and Precedence.** Except for any applicable terms from the Adobe General Terms of Use (https://www.adobe.com/go/terms_en) or your enterprise agreement with Adobe (https://www.adobe.com/legal/terms/enterprise-licensing/overview.html), these Terms constitute the entire agreement between the parties regarding the subject hereof and supersede all prior or contemporaneous agreements, understandings, and communication, whether written or oral. If there is any inconsistency or conflict between these Terms and any other agreement you have with Adobe, unless explicitly stated in such other agreement, these Terms take precedence.

16.   Additional Terms for Adobe InDesign SDK and API

16.1   You may compile Sample Code in the InDesign SDK and API with a unique plug-in ID. If you distribute modified or merged versions of the Sample Code, you must replace any plug-in ID included in any Sample Code with a unique plug-in ID specific to you. Instructions for requesting a unique plug-in ID may be found at https://developer.adobe.com/developer-distribution/creative-cloud/docs/guides/plugin_id (or successor URL).

16.2   The APIs in the InDesign Server SDK for the World Ready Composer are created for internal development of software designed to function with InDesign Server. We do not support internal development of software designed to function with InDesign and/or InCopy using the World Ready Composer APIs.

17.   Additional Terms for Adobe Stock SDK and API

17.1   **Definitions.**

(A)   "**Adobe Stock Affiliate Partner(s)**" means the third parties that participate in an affiliate, referral, or similar partner program for the promotion of Adobe Stock under a separate written agreement with us.

(B)   "**Asset Management Service(s)**" means solutions, deployed by Adobe Stock customers directly or via third party services, that allow users to search for and license Adobe Stock Works, as well as to organize, select, and maintain records related to Adobe Stock Works, including systematically connecting licensed Adobe Stock Works to the customer's internal platforms (e.g., digital asset management and content management systems).

(C)   "**Marketing Platform(s)**" means the products and services that integrate Adobe Stock Works into content creation tools, such as websites and ad builders, email, content marketing, and social media, to promote or sell third party products or services.

(D)   "**Print-on-Demand**" means a service that provides End Users with the ability to use Adobe Stock Works solely to create customized (1) printed materials intended for End Users' marketing and promotional purposes; and (2) units of tangible goods intended for sale to a single End User.

(E)   "**Third Party Software Integration(s)**" means digital products or services that utilize the Adobe Stock SDKs or APIs to include access to Adobe Stock Works in custom applications.

17.2   **Login, Search, and License Services.** If your Developer Software is for Asset Management Services, Print-on-Demand, Third-Party Software Integrations, or Marketing Platforms, you may use the Adobe Stock SDKs and APIs solely to enable Adobe customers: (A) to log in to the applicable Adobe Stock customer account through your Developer Software, if you first obtain express permission from the Adobe customer to access the applicable customer's account; and (B) who are logged in to Adobe Stock through your Developer Software to search and license Adobe Stock Works under the customer's agreement with us.

17.3   **Affiliate Partners.** If your Developer Software is for Adobe Stock Affiliate Partners, you may use the Adobe Stock SDKs and APIs and Adobe Stock Works solely to promote Adobe Stock, subject to the Adobe Stock Affiliate Partner's separate written agreement with us.

17.4   **Use of Adobe Stock Works.**

(A)   Any use of Adobe Stock Works requires your separate agreement with Adobe. If we grant you access to Adobe Stock Works, you may use them solely to develop and deploy Developer Software for Adobe Stock Affiliate Partners, Asset Management Services, Marketing Platforms, Print-on-Demand, and Third-Party Software Integrations. Adobe Stock Works may not be copied, distributed, altered, or displayed other than as permitted by these Terms. You may not allow any Adobe Stock Work to be downloaded from your Developer Software as a standalone file, unless licensed to the End User by Adobe Stock. If your Developer Software is for Asset Management Services, Marketing Platforms, Print-on-Demand, or Third-Party Software Integrations, you may allow third parties to view watermarked or thumbnail versions of the Adobe Stock Works that have not been licensed.

(B)   You must ensure that the contributor's name is visible on or adjacent to each Adobe Stock Work displayed in your Developer Software in the following format: "Contributor Name / Adobe Stock".

(C)   You must not take any action in connection with the Adobe Stock Work that infringes the Intellectual Property Rights or other rights of any person or entity, such as the moral rights of the creator of the Adobe Stock Work and the rights of any person who, or any person whose property, appears in the Adobe Stock Work.

(D)   You must not register, or apply to register, a trademark, design mark, tradename, logo, or service mark that uses an Adobe Stock Work (in whole or in part) or claim ownership rights in an attempt to prevent any third party from using the Adobe Stock Work.

(E)   You must not use the Adobe Stock Work in a pornographic, defamatory, or otherwise unlawful manner.

(F)   You must not use the Adobe Stock Work in a way that depicts models or property in connection with a subject that a reasonable person could consider unflattering, immoral, or controversial, considering the nature of the Adobe Stock Work.

(G)   You must not remove, obscure, or alter any proprietary notices associated with the Adobe Stock Works, or give any express or implied misrepresentation that you or another third party are the creator or copyright holder of any Adobe Stock Work.

(H)   You must not display or disclose to your website users any download data (e.g., number of downloads) or upload date of the Adobe Stock Works.

17.5   **Editorial Adobe Stock Works.** If your Developer Software is for (A) Adobe Stock Affiliate Partners, Marketing Platforms, Print-on-Demand, or Third Party Software Integrations that have not received express written authorization from Adobe, you may not access, use, or display any Adobe Stock Works that include "editorial" in the file name or metadata; or (B) Asset Management Services or authorized Third Party Software Integrations, you must ensure "Editorial Use Only" is displayed prominently adjacent to any Adobe Stock Work that includes "editorial" in the file name or metadata.

17.6   **Credit and Disclaimer.** Your Developer Software must clearly and conspicuously display attribution to Adobe Stock in the following format "Powered by Adobe Stock" hyperlinked to https://stock.adobe.com (or successor URL) and visible to End Users of your Developer Software; and you must place the following disclaimer on the Developer Software: "This product uses the Adobe Stock [SDK and/or API], but is not certified, endorsed or sponsored by Adobe. [Your Name] is not affiliated with or related to Adobe."

17.7   **Trade and Advertising.** In addition to your obligations under section 6.5 (Trade Controls), your display of the Adobe Stock Works must comply with all applicable trade and advertising rules and regulations.

17.8   **Caching.** You must not cache or store any Adobe Stock Works or other data obtained via the Adobe Stock SDKs or APIs beyond a reasonable time, and no longer than as necessary to operate the Developer Software. You must refresh the collection of Adobe Stock Works and other data obtained via the Adobe Stock SDKs or APIs no less than once per day. We are not responsible for any claims arising from your failure to refresh the collection of Adobe Stock Work.

17.9   **Machine Learning and Artificial Intelligence.** You must not use the Adobe Stock SDKs or APIs or the Adobe Stock Works or any title, caption information, keywords, or other metadata associated with the Adobe Stock Works for any (a) machine learning or artificial intelligence training purposes; or (b) technologies designed or intended for the identification of natural persons.

17.10   **Effect of Termination on Adobe Stock Works.** Without limiting section 14.3 (Effect of Termination), upon the earlier of termination of these Terms or request by us, you must immediately cease all use of and remove any versions of the Adobe Stock Works from your Developer Software that have not been otherwise licensed from us. We will have no liability for claims arising out of your use of locally stored Adobe Stock Works.

17.11   **Reservation.** We may modify or discontinue the Adobe Stock SDKs or APIs, or the licensing or downloading of any Adobe Stock Work at any time.

18.   Additional Terms for Adobe Typekit API

18.1   **Web Projects for Published Websites.** You must use a Web Project (and may not use the Web Font Preview API or Web Open Font Format (WOFF)) to load Adobe Fonts for published websites. "**Web Project**" means the software package you create through Adobe Fonts that comprises your preferred settings, font selections, formats, style sheets, and other software code, along with any code that wraps and identifies each font.

18.2   **Web Authoring.** Adobe Fonts can only be used for the web authoring of content that is published as HTML and includes a Web Project. You may not convert or rasterize web fonts served by Adobe Fonts into any other format, such as PDF or any graphics format.

19.   Additional Terms for Adobe Exchange.

19.1   **Fees and Revenue Share.** For Developer Software submitted to and distributed through Adobe Exchange, we will pay you in accordance with these Terms and the payment policies currently at https://partners.adobe.com/exchangeprogram/creativecloud/support/ae-payment-policy.html (or successor URL) (collectively, "**Adobe Exchange Payment Policies**") for sales, less cancellations, returns, and refunds.

19.2   **Submitting Your Developer Software.** The version of your Developer Software that you submit through Adobe Exchange must comply with our current Submission Guidelines and must have gone through your own quality assurance testing. The approval requirements in section 5.1 (Approval by Adobe) apply to your Developer Software and we may accept or reject your Developer Software in our sole discretion. Adobe may remove Developer Software from Adobe Exchange at any time for any reason without liability to you.

20.   Additional Terms for Document Cloud.

20.1   **General Terms for Document Cloud.** The following terms apply to PDF Embed API, PDF Services API, Adobe Acrobat Sign API, and Acrobat SDK (collectively, "Document Cloud SDKs or APIs") only:

(A)   **Usage Limits.** We set and enforce usage limits on your access and use of Document Cloud SDKs or APIs. You agree to, and will not attempt to circumvent, such limitations documented on the Adobe I/O website at https://www.adobe.io. If you would like to use any Document Cloud SDK or API beyond these limits, you must obtain our express consent, in which case we may decline such a request or condition acceptance on your agreement to additional terms or charges (or both) for that use. To make such a request, contact either the Adobe Document Services marketing and sales team or the Acrobat Sign marketing and sales team for more information.

(B)   **Content and Usage Tracking**. You acknowledge and agree that we may collect information about your content and usage of Document Cloud SDKs or APIs, including personal information, and may use such information to maintain security, monitor performance, and otherwise improve the quality of the Document Cloud SDKs or APIs offered.

(C)   **End User License Agreement or Terms of Service.** Use of other Adobe Software or Adobe Services is subject to the applicable end user license agreement or terms of service for that Adobe Software or Adobe Services offering, even if such other Adobe Software or Adobe Services are supplied to you in connection with these Terms.

20.2   **PDF Embed API.** The following terms apply to PDF Embed API only:

(A)   **Approval Process.** You are free to make Developer Software commercially available without going through the approval process described in section 5.1 (Approval by Adobe). Notwithstanding this, you will make available Developer Software for review upon our request and cooperate with our review.

(B)   **PDF Embed API Usage Tracking**. We may track your usage of PDF Embed API as a whole (e.g., which functionalities you are using in an API from PDF Embed API). Where you are also an Adobe Analytics subscriber, our tracking of other usage data is governed by the applicable agreement for Adobe Analytics.

(C)   **Attribution.** Your Developer Software must clearly and conspicuously display attribution to Adobe Document Cloud in the following format: "Powered by Adobe Document Cloud" hyperlinked to http://acrobat.adobe.com and visible to End Users of your Developer Software.

20.3   **PDF Services API.** The following terms apply to PDF Services API only:

(A)   **Approval Process.** So long as you conform to the quota and usage limits for Free Tier available at www.adobe.com/go/dcsdk_doc_services_meter (or successor URL), you are free to make Developer Software commercially available only internal business purposes without needing to go through the approval process outlined in section 5.1 (Approval by Adobe). If you are seeking to sell, distribute, offer, or otherwise make commercially available Developer Software designed to interoperate with the APIs of PDF Services API (1) at a higher quota, or (2) in a way beyond the given usage limits of Free Tier, we require approval of your Developer Software, which may be satisfied when you obtain a production license from us via a separate written agreement. Notwithstanding anything to the contrary in this section, we may still require you to make available your Developer Software for review upon our request and you acknowledge and agree to cooperate with our review.

(B)   **Attribution.** Your Developer Software must clearly and conspicuously display attribution to Adobe Document Cloud in the following format: "Powered by Adobe Document Cloud" hyperlinked to http://acrobat.adobe.com and visible to End Users of your Developer Software.

20.4   **Adobe Acrobat Sign API.** The following terms apply to Acrobat Sign API only:

(A)   **Signature.** You will not and may not enable any third party to modify, replace, or attempt to validate any digital signature validation functionality or capability of any Adobe electronic signature service without first obtaining written approval from us.

(B)   You may not incorporate the Bulk Sign feature in Developer Software.

(C)   You must enter into a separate written agreement with us if you wish to sell, distribute, or offer Developer Software that is designed to interoperate with Acrobat Sign API.

(D)   **Attribution.** Your Developer Software must clearly and conspicuously display attribution to Acrobat Sign API in the following format: "Powered by Adobe Acrobat Sign" hyperlinked to http://acrobat.adobe.com/us/en/sign.html and visible to End Users of your Developer Software.

20.5   **Acrobat SDK.** The following terms apply to Acrobat SDK only:

(A)   You must not use Acrobat SDK to create, develop, or use any program, software, or service that:

(1)   can communicate with Adobe Reader products and modify or save a PDF document (including saving any modifications to a separate file for such documents);

(2)   exposes header file information;

(3)   works as a plug-in with Adobe Reader products (unless specifically licensed to do so);

(4)   modifies permissions or rights in a PDF document, including, but not limited to, violating access rights specified for a PDF document, such as opening encrypted PDF documents without the authorized knowledge of PDF document passwords;

(5)   modifies Adobe Acrobat software capabilities without written approval from Adobe, including without limitation modifying e-signature validation functionality; or

(6)   enables Adobe Acrobat products to run on a server.

21.   Additional Terms for Licensed Fonts.

21.1   **Definitions.**

(A)   "**Embed**" or "**Embedded**" means that the Licensed Fonts will be integrated securely into the Developer Software solely to enable End Users to see the Licensed Fonts display as intended in the Developer Software.

(B)   "**Licensed Fonts**" means the fonts (including Adobe Clean, Adobe Clean UX, Adobe Clean Variable, Adobe Clean UX Variable, and Adobe Clean Han) that we license to you solely to design, develop, and distribute user interfaces in the Developer Software.

21.2   **Limited License**. We grant you a non-exclusive, worldwide, non-transferable, limited license solely to (A) use the unmodified Licensed Fonts to design and develop the Developer Software and with no other software; (B) Embed the unmodified Licensed Fonts into the Developer Software; and (C) distribute and publicly display the Licensed Fonts as Embedded in the Developer Software to enable End Users to view the Licensed Fonts as intended in the user interface of the Developer Software.

21.3   **Requirements.** If we provide you with the Licensed Fonts in Web Open Font Format ("WOFF"), you must use the WOFF version of the Licensed Fonts in web-based versions of the Developer Software and not the OpenType font format ("OTF") version of the Licensed Fonts.

21.4   **Restrictions and Obligations.**

(A)   You are prohibited from using the Licensed Fonts in any manner not expressly permitted in these Terms.

(B)   Your Developer Software may not contain functionality that allows export of the Licensed Fonts. You may not distribute any portion of the Licensed Fonts on a standalone basis or in any way that would allow anyone else to use the Licensed Fonts.

(C)   You may not add any functionality to, or otherwise change, alter, adapt, translate, convert, modify, create, or make or have made any derivatives of any portion of the Licensed Fonts.

(D)   You may not assign, rent, lease, lend, trade, sublicense, or otherwise transfer the licenses granted to you in these Terms.

(E)   You may not share your access to the Licensed Fonts or make the Licensed Fonts available on a server that enables the Licensed Fonts to be used simultaneously by more than one computer.

(F)   You may not use the Licensed Fonts to render, manufacture, or capture glyphs, in whole or in part, for use as a font or typesetting system.

(G)   You may not disassemble, decompile, reverse engineer, or otherwise attempt to discover the source code of the Licensed Fonts, or defeat, bypass, or otherwise circumvent any software protection mechanisms in the Licensed Fonts, except to the extent the foregoing restriction is prohibited by applicable law. You may not unbundle or repackage the component parts of Licensed Fonts for distribution, transfer, or resale.

(H)   The Licensed Fonts may contain proprietary notices, including patent, copyright, and trademark notices. You must preserve exactly as provided (and not remove or alter) all such proprietary notices displayed in or on the Licensed Fonts.

21.5   **Continuing Access to the Licensed Fonts.** Ongoing access to the Licensed Fonts may require a recurring internet connection to use the Licensed Fonts, or to authorize, renew, or validate your access to the Licensed Fonts.

22.   **Additional Terms for Substance SDK only.**

22.1   Notwithstanding section 4.1(A)(2) (License to You), your right to distribute the Substance SDK is limited to distribution of the Substance Engine only. "**Substance Engine**" means the dynamic libraries contained in the "bin" folder of the Substance SDK.

23.   **Additional Terms for Developer Mode of Adobe Express Add-on Marketplace.**

23.1   **Third-Party Payment Processors**. You may use third-party payment processors to facilitate purchases of Developer Software distributed through the Adobe Express Add-on Marketplace. Any purchases of Development Software facilitated by such third-party payment processors must occur outside of Adobe Express. Furthermore, you acknowledge and agree that we have no liability for any disputes related to the associated payment transactions.

24.   **Additional Terms for Express Embed SDK**

24.1   You agree to submit your proposed integration of the Express Embed SDK for approval prior to making it available to the public, and to abide by the guidelines found at https://www.adobe.com/go/embed-sdk-review (or successor URL). If applicable, Adobe reserves the right to display a notice to your end users that the experience powered by Adobe Express has not been approved.