

## Software Additional Terms

Last updated July 24, 2020. Replaces all prior versions.

These Additional Terms govern your use of the Software and are incorporated by reference into the Adobe General Terms of Use ("**General Terms**") located at [www.adobe.com/go/terms](http://www.adobe.com/go/terms) (these Additional Terms and the General Terms are collectively referred to as "**Terms**"). Capitalized terms not defined here have the same meaning as defined in the General Terms.

### 1. Use of Software.

**1.1 Subscription-Based Software License.** If we provide the Software to you as part of your subscription, then subject to your compliance with the Terms, we grant you a non-exclusive license to install and use the Software: (A) as long as your subscription is valid; (B) consistent with the total number of licenses purchased; and (C) in accordance with the Terms and the documentation accompanying the Software. Your subscription lets you activate the Software on up to two devices (or virtual machines) at a time, however, you may not use the Software on the two devices simultaneously. Notwithstanding the foregoing, FRL offerings may only be activated on one device.

**1.2 Device-Based Software License.** If you have purchased a Software license based on number of devices or virtual machines, then:

(A) **License.** Subject to your compliance with the Terms, we grant you a non-exclusive license to install and use the Software: (1) during the term of the license; (2) within the license scope; and (3) consistent with the Terms and the documentation accompanying the Software. The number of license installations may not exceed the total number of licenses you purchased for the Software.

(B) **Distribution from a Server.** If expressly permitted by Adobe, you may, to directly support your beneficial business purpose, copy an image of the Software onto a computer within your Intranet solely for the purpose of facilitating the download and installation of the Software onto computers through the use of commands, data, or instructions from a computer connected within the same Intranet. The number of license installations may not exceed the total number of the Software licenses you purchased, however. "**Intranet**" means a private, proprietary computer network accessible by you and your authorized employees and contractors. Intranet does not include portions of the Internet, network communities open to suppliers, vendors or service providers, or network communities open to the public (such as membership or subscription-driven groups, associations, and similar organizations).

### 1.3. Restrictions and Requirements.

(A) **Proprietary Notices.** You must ensure that any permitted copy of the Software that you make contains the same copyright and other proprietary notices that appear on or in the Software.

(B) **Restrictions.** Unless permitted in the Terms, you must not:

- (1) host or stream the Software;
- (2) allow third parties to access the Software remotely;
- (3) circumvent technological measures intended to control access to the Software;
- (4) develop, distribute, or use with the Software, products that circumvent the technological measures; or
- (5) rent, lease, sell, sublicense, assign, or transfer any portion of the Software or your rights in the Software, except that, if you purchase Creative Cloud for education (deployed via named user licensing) or Creative Cloud for teams, then you may designate seats pursuant to the applicable documentation.

**1.4. Regional Licensing Requirements.** If you purchase a Software license, you must not install or deploy the Software outside of the country where you purchased the license unless otherwise permitted under a volume licensing program you have entered into with us. If you live in the European Economic Area, "country" means the European Economic Area. We may terminate the license granted herein, suspend your subscription, or restrict your access to the Services if we determine that you are using the Software or Services in violation of this section.

1.5. **Activation and Validation.** The Software may require you to take certain steps to activate the Software or validate your subscription. Failure to activate or register the Software, failure to validate the subscription, or a determination by us of fraudulent or unauthorized use of the Software may result in reduced functionality, inoperability of the Software, or a termination or suspension of the subscription. For information on activation, see: <http://www.adobe.com/go/activation>.

1.6. **Updates.** The Software may automatically download and install updates from Adobe from time to time. These updates may take the form of bug fixes, new features, or new versions. You agree to receive such updates from Adobe as part of your use of the Software.

2. **Specific Software Terms.** This section applies to specific Software and components. If there is a conflict between this section and other sections, this section governs in relation to the relevant Software or components.

2.1. **Font Software.** If the Software includes font software (except for fonts available via the Adobe Fonts service, which is governed by the Adobe Fonts Service Additional Terms: <http://www.adobe.com/go/adobe-fonts-terms>, then this section 2.1 (Font Software) applies.

(A) You may provide font(s) you have used for a particular file to a commercial printer or other service bureau, and the service bureau may use the font(s) to process that file, provided the service bureau has a valid license to use that particular font software.

(B) You may embed copies of the font software into electronic documents for the purpose of printing and viewing the documents. No other embedding rights are implied or permitted under this license.

(C) As an exception to the above, the fonts listed at [http://www.adobe.com/go/restricted\\_fonts](http://www.adobe.com/go/restricted_fonts) are included with the Software only for purposes of operation of the Software. The listed fonts are not licensed under these Additional Terms. You may not copy, move, activate, or use, or allow any font management tool to copy, move, activate, or use, the listed fonts in or with any software application, program, or file other than the Software.

(D) Some fonts distributed by Adobe with the Software may be open-source fonts. Your use of these open-source fonts will be governed by the applicable license terms available at [http://www.adobe.com/go/font\\_licensing](http://www.adobe.com/go/font_licensing).

2.2. **After Effects Render Engine.** If the Software includes the full version of Adobe After Effects, then you may install an unlimited number of Render Engines on computers within your Intranet if at least one computer on your Intranet has the full version of the Adobe After Effects software installed. The term "**Render Engine**" means an installable portion of the Software that enables the rendering of After Effects projects but does not include the complete After Effects user interface.

2.3. **Acrobat.** If you are installing Software in connection with a purchase of Acrobat, Document Cloud, or certain features or services of those products, then this section 2.3 (Acrobat) applies.

(A) **Keys.** The Software may include enabling technology that allows you to enable PDF documents with certain features through the use of a digital credential located within the Software (the "**Key**"). You must not access, attempt to access, circumvent, control, disable, remove, use, or distribute the Key for any purpose.

(B) **Digital Certificates.** Digital certificates may be issued by third party certificate authorities (including Adobe Certified Document Services vendors and Adobe Approved Trust List vendors) (collectively, "**Certificate Authorities**"), or may be self-signed. You and the Certificate Authorities are responsible for the purchase, use, and reliance upon digital certificates. **You are solely responsible for deciding whether or not to rely on a certificate. Unless a separate written warranty is provided to you by a Certificate Authority, your use of digital certificates is at your sole risk.** You will indemnify Adobe from any and all liabilities, losses, actions, damages, or claims (including all reasonable expenses, costs, and attorneys' fees) arising out of or relating to your use of, or any reliance on, any digital certificate or Certificate Authority.

2.4. **Adobe Runtime.** An "**Adobe Runtime**" is Software that includes Adobe AIR, Adobe Flash Player, or Shockwave Player and includes a runtime file in a developer application.

(A) **Adobe Runtime Restrictions.** You must not use Adobe Runtimes on any non-PC device or with any embedded or device version of any operating system. For the avoidance of doubt, and by way of example only, you may not use an Adobe Runtime on any (1) mobile device, set top box, handheld, phone, game console, TV, DVD player, media center, electronic billboard or other digital signage, Internet appliance or other Internet-connected device, PDA, medical device, ATM, telematic

device, gaming machine, home automation system, kiosk, remote control device, or other consumer electronics device; (2) operator-based mobile, cable, satellite, or television system; or (3) other closed system device. Additional information on licensing Adobe Runtimes is available at <https://www.adobe.com/products/flashplayer/distribution.html> (Adobe Flash Player), <https://www.adobe.com/products/air/faq.html> (Adobe AIR) and <https://helpx.adobe.com/shockwave/shockwave-end-of-life-faq.html> (Adobe Shockwave).

(B) **Adobe Runtime Distribution.** You must not distribute an Adobe Runtime except as a fully integrated portion of a developer application that is created using the Software, including the utilities provided with the Software. For example, you must not distribute an Adobe Runtime as part of an application that is packaged to run on the iOS or Android operating systems. Distribution of the resulting output file or developer application on a non-PC device requires you to obtain licenses which may be subject to additional royalties, and it is your sole responsibility to obtain such licenses for non-PC devices and pay applicable royalties; we grant no license to any third-party technologies to run developer applications or output files on non-PC devices under the Terms. Except as expressly provided in this section, you may not distribute an Adobe Runtime.

2.5. **Adobe Presenter.** If the Software includes Adobe Presenter and you install or use the Adobe Connect Add-in with the Software, you must install or use the Adobe Connect Add-in solely on a computer, and you must not install or use the Adobe Connect Add-In on any non-PC product, including, but not limited to, a web appliance, set top box, handheld, phone, or web pad device. Further, you may only use the portion of the Software that is embedded in a presentation, information, or content created and generated using the Software (the Adobe Presenter Run-Time) together with the presentation, information, or content in which it is embedded. You must not use, and must cause all licensees of the presentation, information, or content not to use, the Adobe Presenter Run-Time other than as embedded in the presentation, information, or content. In addition, you must ensure that all licensees of the presentation, information, or content do not to modify, reverse engineer, or disassemble the Adobe Presenter Run-Time.

2.6. **Adobe Media Encoder.** You may install Adobe Media Encoder ("AME") on a computer within your Intranet solely for encoding, decoding, or transcoding projects created by licensed instances of the Software running on other computers within your Intranet, provided that the number of installations of AME does not exceed the total number of licenses you purchased for the Software. You may not use the Intranet installation of AME to offer, use, or permit the use of AME (A) with software other than the Software; or (B) for operations that are not initiated by an individual user, except you may automate the operation that starts the process of encoding, decoding and transcoding projects using AME within your Intranet.

2.7. **Illustrator.** You may not provide access to Illustrator via the internet, including without limitation through web hosting, streaming, or other similar services. In no event shall our suppliers and licensors be liable for any indirect, special, or consequential damages arising from your use of Illustrator, regardless of whether Adobe, its suppliers, or its licensors have been advised of the possibility of such damages.

(A) **Autodesk.** Autodesk, Inc., 111 McInnis Parkway, San Rafael, California 94903 ("Autodesk") is a third-party beneficiary to these Terms, and certain provisions are made expressly for the benefit of Autodesk and are enforceable by Autodesk in addition to Adobe.

**3. Jurisdiction-Specific Terms.** This section applies to specific jurisdictions. If there is any conflict between this section and other sections, then this section governs in relation to the relevant jurisdiction.

3.1. **New Zealand.** For consumers in New Zealand who obtain the Software for personal, domestic, or household use (not business purposes), these Terms are subject to the Consumer Guarantees Act.

3.2. **European Economic Area.**

(A) **Warranty.** If you obtained the Software in the European Economic Area ("EEA"), you usually reside in the EEA, and you are a consumer (that is, your use of the Software is for personal, non-business-related purposes), then your warranty period with regard to the Software is the duration of your subscription. Our entire liability related to any warranty claim, and your sole and exclusive remedy under any warranty, will be limited to either, at our option, support or replacement of the Software giving rise to the warranty claim; or if support or replacement is not practicable, refund of prepaid and unused subscription fee proportionate to the specific Software. Furthermore, while the Terms apply to any damages claims you make in respect of your use of the Software, we will be liable for direct losses that are reasonably foreseeable in the event of our breach of the Terms. You should take all reasonable measures to avoid and reduce damages, in particular by making backup copies of the Software and its computer data.

#### 4. Third-Party Notices.

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4.2. **AVC DISTRIBUTION.** The following notice applies to Software containing AVC import and export functionality: THIS PRODUCT IS LICENSED UNDER THE AVC PATENT PORTFOLIO LICENSE FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (a) ENCODE VIDEO IN COMPLIANCE WITH THE AVC STANDARD ("AVC VIDEO") AND/OR (b) DECODE AVC VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE AVC VIDEO. NO LICENSE IS GRANTED OR IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE <http://www.adobe.com/go/mpegla>.

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5.2. **Microsoft.** If the Software is downloaded from the Microsoft Store, then you acknowledge and agree that Microsoft, its device manufacturers, and its network operators have no obligation whatsoever to furnish any maintenance or support services for the Software.