

Software Additional Terms

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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 (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.

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

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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.

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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 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.

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.

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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.

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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.

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(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.

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