



ADOBE - GENERAL TERMS (2013v1)

These General Terms (collectively with any exhibits and attachments) are entered into by and between Adobe and Customer as set forth in the Sales Order that expressly incorporates these General Terms. These terms will apply to the procurement of Products and Services as set forth in the applicable Sales Order(s).

1. General Definitions

- 1.1. **Adobe:** means the entity or entities identified in the signature block(s) of the Sales Order as “Adobe”.
- 1.2. **Adobe Technology:** means Adobe’s technology, including software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, toolkits, plug-ins (i.e.. software components that add specific functionality to a larger software application), objects and documentation (both printed and electronic), network designs, processes, know-how, methodologies, trade secrets and any related intellectual property rights throughout the world (whether owned by Adobe, a subsidiary or affiliate of Adobe, or licensed to Adobe by a third party) and also including any derivatives, modifications, improvements, enhancements or extensions thereto, regardless of when developed. Adobe Technology includes third party licensed materials incorporated into or provided with Adobe Technology.
- 1.3. **Affiliates:** means any corporation, company or other entity in which more than fifty percent (50%) of the voting shares or outstanding capital stock are owned or controlled, directly or indirectly, by a Party.
- 1.4. **Agreement:** means the applicable Sales Order any terms incorporated therein by reference including these General Terms (collectively with any exhibits and attachments), and the applicable Product Description and Metrics.
- 1.5. **Confidential Information:** means any information that is clearly identified in writing as confidential at the time of disclosure, and any written or oral information that, based on the substance and circumstances under which it was disclosed, a reasonable person would believe to be confidential. Confidential Information includes, but is not limited to, terms of this Agreement, customer data, product proposals, technological processes, product forecasts, trade secrets, pre-publication patent applications, product designs, license key, pricing information and rate cards, software and system designs, functionalities, know-how, technology specifications, source code, object code, graphic designs, report templates, proprietary financial, and personnel and sales information. Confidential Information also includes all copies, summaries and extracts of any Confidential Information. The restrictions on the receiving Party’s use and disclosure of disclosing Party’s Confidential Information will not apply to any Confidential Information which the receiving Party can demonstrate]: (i) is or becomes a part of the public domain without breach of this Agreement by the receiving Party; (ii) was rightfully in the receiving Party’s possession free of restriction prior to the disclosure by the Disclosing Party and had not been obtained by the receiving Party either directly or indirectly from the disclosing Party; (iii) is rightfully disclosed to the receiving Party by a third party without restriction on disclosure; or (iv) is independently developed by the receiving Party without use of or reference to the disclosing Party’s Confidential Information.
- 1.6. **Customer:** means the entity or entities identified in the signature block of the Sales Order as “Customer”.
- 1.7. **Documentation:** For OnPremise Software, Documentation means the technical user manual describing the features and functionalities of the applicable OnPremise Software, as provided by Adobe and generally available in PDF format in the software or via adobe.com. If OnPremise Software does not have a technical user manual, Documentation will mean the description of the software contained in the Product Descriptions and Metrics applicable to the software. For OnDemand Services, Documentation will mean the description of the service contained in the Product Descriptions and Metrics applicable to such service. Documentation does not include any forums or content contributed by any third party.
- 1.8. **Effective Date:** means the effective date stated in the applicable Sales Order.
- 1.9. **Fees:** means the fees for the Products and Services set forth in the applicable Sales Order.



- 1.10. **Indemnified Technology:** means OnDemand Services (including Distributed Code) and OnPremise Software, as applicable, set forth in a Sales Order and paid for by Customer, but excluding sample code, SDKs, open source, trial or evaluation software, pre-release software, not-for-resale software, and software provided free of charge.
- 1.11. **License Metric:** means each of the per-unit metrics specified by Adobe in connection with the licensed quantities identified in the Sales Order to describe the scope of Customer's right to use the Products and Services.
- 1.12. **License Term:** means the duration of the license granted for particular OnDemand Services or OnPremise Software as set forth in the applicable Sales Order(s), unless earlier terminated pursuant to this Agreement.
- 1.13. **OnDemand Services:** means the enterprise solution(s) hosted by or on behalf of Adobe as the solution is set forth within the OnDemand Service section of the applicable Sales Order(s) and related Adobe Technology, as may be further described in the PDM.
- 1.14. **OnPremise Software:** means the distributed software as set forth within the OnPremise Software section of the applicable Sales Order and related Adobe Technology, as may be further described in the PDM.
- 1.15. **Party:** means Adobe or Customer as applicable.
- 1.16. **Products and Services:** means the OnPremise Software, OnDemand Services and Professional Services as set out on the applicable Sales Order.
- 1.17. **Product Description and Metrics (or PDM):** means the description and related use rights of the applicable products listed in the Sales Order.
- 1.18. **Professional Services:** means any consulting, training, implementation, and technical services provided to Customer, as set forth in the applicable Sales Order.
- 1.19. **Sales Order:** means the sales order form(s), statement(s) of work, or other ordering document(s) executed by the Parties which describe the Fees to be paid by Customer or its Affiliates, for the Products and Services to be delivered.

2. Payment and Fees

- 2.1. **Payments.** Customer will pay all Fees described in the Sales Order, in accordance with the payment terms found therein ("Fees").
- 2.2. **Failure to Pay.** If Customer fails to pay the amount due under a Sales Order or related invoice within thirty (30) days of notice by Adobe of Customer's failure to pay, Adobe reserves the right to terminate or suspend in whole or in part immediately at Adobe's discretion as applicable any license and access to Products and Services for which payment has not been received.
- 2.3. **Disputes.** If Customer believes in good faith that Adobe incorrectly billed Customer, Customer must contact Adobe in writing, within thirty (30) days of the applicable invoice, specifying the calculation error and the amount of the adjustment or credit requested. Unless Customer has notified Adobe of the dispute, Customer will reimburse Adobe for all reasonable costs and expenses incurred in collecting the overdue amounts.

- 3. **Delivery.** OnPremise Software will be deemed to be delivered and accepted on the date the software is made available for electronic download, or if applicable, on the date that tangible media (e.g., CD or DVD) is shipped FOB origin. OnDemand Services will be deemed to be delivered and accepted on the start date set forth in the Sales Order.

- 4. **Taxes.** Prices in the Sales Order do not include taxes. Taxes may be invoiced separately by Adobe, and Customer is responsible for payment of all applicable taxes. Customer must provide a tax exemption claim to Adobe before an invoice is issued. If Customer is required to withhold income taxes from its payment to Adobe, Customer agrees to send to Adobe an official tax receipt within sixty (60) days.

5. Confidentiality

- 5.1. **No Use or Disclosure.** The Parties agree to use commercially reasonable care (but in no case less care than it uses to protect its own Confidential Information) to prevent the disclosure of the disclosing Party's Confidential Information to any third party and will only use the disclosing Party's Confidential Information to fulfill its specific obligations set forth herein. Notwithstanding the foregoing, Customer may disclose Adobe's Confidential Information to an authorized user as necessary to support Customer's internal business operations



and Adobe may disclose Customer's Confidential Information to its third party suppliers solely to the extent necessary to perform Adobe's obligations under this Agreement; provided that in either case, the disclosing Party is required to have a non-disclosure agreement in place with third parties that protects Confidential Information against disclosure in a manner no less protective than this Agreement. Adobe may maintain archived copies of any audit results.

- 5.2. **Required Disclosure.** This Confidentiality section will not be construed to prohibit disclosure of Confidential Information to the extent that the disclosure is required by law or pursuant to a valid order of a court or other governmental authority ("Disclosure Order"); provided, however, that a Party in receipt of a Disclosure Order (the "Responding Party") will first have given, unless prohibited by law, sufficient and prompt written notice to the disclosing Party of the receipt of any Disclosure Order; and will have made a reasonable effort to limit the disclosure, including, in relevant cases obtaining a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued. Notwithstanding the foregoing obligation of the Responding Party, nothing in this Confidentiality section will limit or restrict the ability of the disclosing Party to act on its own behalf and at its own expense to prevent or limit the required disclosure of Confidential Information.

6. Term and Termination

- 6.1. **Term.** The provisions of this Agreement apply to each Product and Service beginning upon the Effective Date of the applicable Sales Order and continuing through the expiration of the applicable service or License Term stated on the Sales Order unless otherwise terminated as provided pursuant to this Agreement.
- 6.2. **Termination for Cause.** If either Party materially breaches this Agreement, the non-breaching Party may provide written notice to the breaching Party indicating (i) the nature and basis of the breach, with reference to the applicable provisions of this Agreement; and (ii) the non-breaching Party's intention to terminate all or a portion of the applicable Sales Order(s) related to the breach in accordance with this section. If the breach is not cured within thirty (30) days of the receipt of the written notice, the non-breaching Party can exercise its right to terminate immediately. Either Party may terminate the entire Agreement immediately upon written notice to the breaching Party if the other Party is in breach of the confidentiality provisions of this Agreement. Adobe may terminate the Agreement, in whole or in part, upon written notice to Customer if Customer is in breach of the "No Modifications, No Reverse Engineering" Section, or uses Products and Services beyond the scope of the license stated herein.
- 6.3. **Termination for Insolvency.** In the event Adobe receives notice that Customer is insolvent or fails to pay its obligations as they arise or upon any proceeding being commenced by or against Customer under any law providing relief to Customer, Adobe may terminate this Agreement immediately upon notice to Customer.
- 6.4. **Survival.** The following provisions of this Agreement will survive any termination or expiration of this Agreement: payment, confidentiality, taxes, compliance, survival, ownership, effect of termination, limitation of liability, privacy, and indemnification.

7. Intellectual Property

- 7.1. **Ownership.** Customer acknowledges and agrees that Adobe and its third party suppliers, as applicable, retain all right, title and interest in and to the Adobe Technology and all intellectual property rights embodied in or with respect to the Adobe Technology. Adobe reserves all rights not expressly granted to Customer herein. Customer will not limit Adobe, its Affiliates or its or their customers in any way from developing, using, licensing, distributing, modifying, or otherwise freely exploiting the Adobe Technology.
- 7.2. **No Modifications, No Reverse Engineering.** Customer will not modify, port, create derivative works of, adapt or translate the Products and Services. Customer will not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Products and Services delivered in object code. Notwithstanding the foregoing, decompiling the Products and Services delivered in object code is permitted solely to the extent the law governing this Agreement gives Customer the right to do so to obtain information necessary to render the decompiled technologies interoperable with other software.

8. Indemnification

- 8.1. **Adobe's Duty to Indemnify.** Adobe will defend any third party claim against Customer during the applicable License Term to the extent the claim alleges that the Indemnified Technology directly infringes any patent, copyright, or trademark, or misappropriates a trade secret of a third party ("Claim"). Adobe will pay the

Customer the damages, costs, and expenses (including reasonable legal fees) finally awarded by a court of competent jurisdiction against Customer, or agreed to in a written settlement agreement signed by Adobe, directly attributable to a Claim. Notwithstanding the foregoing, Adobe will have no defense or indemnification obligation or other liability for any Claim arising from (i) use of the Indemnified Technology in a manner contrary to the terms of this Agreement; (ii) modification of the Indemnified Technology by anyone other than Adobe or a party authorized in writing by Adobe to modify the Indemnified Technology; (iii) the combination of the Indemnified Technology with any other products, services, hardware, software or other materials if the Indemnified Technology would not be infringing without the combination, (iv) any third party products, services, hardware, software or other materials, or (v) failure by Customer to install the latest updated version of the Indemnified Technology as requested by Adobe to avoid infringement. If Customer's use of the Indemnified Technology under the terms of this Agreement is enjoined or Adobe determines that Customer's use may be enjoined, then Adobe may, at its sole option and expense, either (i) procure for Customer a license to continue using the Indemnified Technology in accordance with the terms of this Agreement; (ii) replace or modify the allegedly infringing Indemnified Technology to avoid the infringement; (iii) terminate the licenses and access to the corresponding Indemnified Technology, and refund (a) in the case of OnDemand Services, any prepaid unused fees as of the date of termination or (b) in the case of OnPremise Software, an amount equal to the pro-rata value of the OnPremise Software, calculated by depreciating the license fee paid by Customer, whether directly to Adobe, or to a third-party, for the OnPremise Software on a straight-line basis using a useful life of thirty-six (36) months from the date of initial delivery of the OnPremise Software to Customer, provided that Customer purges all copies of the OnPremise Software and related materials from all computer systems on which it was stored and returns to Adobe all physical copies of the OnPremise Software and related materials.

- 8.2. **Conditions to Indemnification.** The indemnification obligations set forth in this Agreement will apply only if (i) the indemnified Party notifies the indemnifying Party in writing of a claim promptly upon learning of it; (ii) the indemnified Party provides the indemnifying Party with reasonable assistance requested by the indemnifying Party, at the indemnifying Party's expense, for the defense and settlement, if applicable, of any claim; (iii) the indemnified Party provides the indemnifying Party with the exclusive right to control and the authority to settle any claim, provided, however, that the indemnified Party will have the right to participate in the matter at its own expense, and (iv) the indemnified Party does not admit fault or liability of indemnifying Party or of itself.
- 8.3. **Sole and Exclusive Remedies.** The indemnification rights and obligations in this Agreement are the indemnifying Party's sole and exclusive obligations, and the indemnified Party's sole and exclusive remedies, with respect to the subject matter giving rise to any indemnified claims.

9. Limitations of Liability

- 9.1. **Limitation on Damages.** EXCEPT IN CONNECTION WITH A BREACH OF CONFIDENTIALITY, OR USE OF ADOBE TECHNOLOGY BEYOND THE SCOPE OF ANY LICENSE GRANTED HEREIN: (I) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR: ANY INDIRECT, MORAL, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES; ANY LOSS OF USE, DATA, OR PROFITS; OR ANY INTERRUPTION OF BUSINESS - ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED, AND WHETHER OR NOT IT HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGE; AND (II) THE AGGREGATE LIABILITY OF EITHER PARTY WITH RESPECT TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE BY CUSTOMER PURSUANT TO THIS AGREEMENT FOR THE PRODUCTS AND SERVICES THAT GAVE RISE TO THE LIABILITY WITHIN THE TWELVE (12) MONTHS PRIOR TO THE CLAIM. THE FOREGOING LIMITATIONS AND EXCLUSIONS OF LIABILITY WILL APPLY REGARDLESS OF THE FORM OR SOURCE OF ACTION, AND REGARDLESS OF ANY OBLIGATION STATED UNDER THIS AGREEMENT. THE LIMITATION ON DAMAGES AS SET FORTH IN THE PRIOR SENTENCE WILL APPLY EVEN IN THE EVENT OF A FUNDAMENTAL BREACH OR A BREACH OF THE FUNDAMENTAL TERMS OF THIS AGREEMENT.
- 9.2. **Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, ALL PRODUCTS AND SERVICES ARE PROVIDED AS-IS. ADOBE, ITS AFFILIATES, AND ITS THIRD PARTY DATA, SERVICE, AND SOFTWARE PROVIDERS HEREBY DISCLAIM AND MAKE NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, GUARANTEES, OR WARRANTIES OF MERCHANTABILITY, ACCURACY, QUALITY OF SERVICE OR RESULTS, AVAILABILITY, SATISFACTORY QUALITY, LACK OF VIRUSES, TITLE, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES OF ITS THIRD PARTY PROVIDERS. CUSTOMER ACKNOWLEDGES THAT NEITHER ADOBE NOR ITS THIRD PARTY PROVIDERS CONTROLS CUSTOMER EQUIPMENT OR THE TRANSFER OF DATA OVER

COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE PRODUCTS AND SERVICES MAY BE SUBJECT TO LIMITATIONS, INTERRUPTIONS, DELAYS, CANCELLATIONS AND OTHER PROBLEMS INHERENT IN THE USE OF THE COMMUNICATIONS FACILITIES, INCLUDING SEARCH ENGINES AND SOCIAL MEDIA CHANNELS. ADOBE, ITS AFFILIATES AND ITS THIRD PARTY PROVIDERS ARE NOT RESPONSIBLE FOR ANY INTERRUPTIONS, DELAYS, CANCELLATIONS, DELIVERY FAILURES, DATA LOSS, CONTENT CORRUPTION, PACKET LOSS, OR OTHER DAMAGE RESULTING FROM THESE PROBLEMS.

10. General Provisions

- 10.1. **Proprietary Notices.** Any permitted copy of the Products and Services (or related materials) made by Customer must contain the same copyright and other proprietary notices that appear on or in the Products and Services.
- 10.2. **Assignment.** The Parties agree that Adobe is hereby entitled to assign and transfer all or part of its rights and obligations under this Agreement to any third party or Affiliate. Customer may assign this Agreement in its entirety to the surviving entity pursuant to a merger or acquisition of Customer upon advance written notice to Adobe if the assignment does not expand the scope of the license(s) granted. Except as provided in the preceding sentence, Customer may not assign, voluntarily, by operation of law or otherwise, any rights or obligations under this Agreement without the prior, written consent of Adobe. Any extension of credit or installment payments to the assignee will be subject to Adobe's determination of assignee's creditworthiness. Subject to the above restrictions on assignment, this Agreement will inure to the benefit of and bind the successors and assigns of the Parties. Any attempted assignment in derogation of this section will be null and void.
- 10.3. **Governing Law, Venue.** This Agreement will be governed by and construed in accordance with the laws of the state of California, without regard to or application of conflicts of law rules or principles of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. In the event that a dispute arises with respect to the terms of this Agreement, the Parties agree that the exclusive and sole venue for resolution will be a court of competent jurisdiction within the County of Santa Clara, state of California, and the Parties agree to submit to the jurisdiction of the same.
- 10.4. **Force Majeure.** Neither Party will be liable for any default or delay in the performance of its obligations under this Agreement (except for any payment obligations) if the default or delay results from causes beyond its reasonable control, including but not limited to acts of God, terrorism, labor action, fire, flood, earthquake, governmental acts, orders, or restrictions, third party suppliers, denial of service attacks and other malicious conduct, utility failures, or power outages.
- 10.5. **Injunctive Relief.** Actual or threatened breach of certain sections of this Agreement (such as, without limitation, provisions on intellectual property (including ownership), license, privacy, data protection and confidentiality) will be deemed to cause immediate, irreparable harm that would be difficult to calculate and could not be remedied by the payment of damages alone. Accordingly, either Party will be entitled to seek preliminary and permanent injunctive relief and other equitable relief for any such breach.
- 10.6. **Notice.** The Parties will give notices under this Agreement specific to the other Party by electronic mail to the other Party's e-mail address with the delivery receipt kept on file. Customer may give notice to Adobe to the following email address: ContractNotifications@adobe.com and Adobe to the Customer's email address stated on the Sales Order or as otherwise notified by the Customer.
- 10.7. **Customer Responsibility.** Customer will be responsible for all acts and omissions, including financial obligations, of Affiliates, agents, contractors or third parties who use or access the Products and Services.
- 10.8. **Independent Contractors.** The Parties expressly agree that they are independent contractors and do not intend for this Agreement to be interpreted as an employment, agency, joint venture or partnership relationship. Neither Party has the authority to bind the other or incur any obligation on behalf of the other.
- 10.9. **Third Party Beneficiaries.** Customer acknowledges and agrees that Adobe's licensors (and Adobe if Customer obtained the Software from any party other than Adobe) are third party beneficiaries of this Agreement, with the right to enforce the obligations set forth herein with respect to the respective technology of the licensors and Adobe.
- 10.10. **Purchase Order.** Any terms and conditions in Customer's purchase order are void and have no legal effect.

- 10.11. **Waiver; Modification.** Neither Party's waiver of the breach of any provision will constitute a waiver of that provision in any other instance. This Agreement may not be modified nor any rights under it waived, in whole or in part, except in writing, signed by the Parties.
- 10.12. **Entire Agreement.** This Agreement contains the entire understanding of the Parties relating to the subject matter and supersedes all prior agreements and understandings, both written and oral, regarding the subject matter. In the event of any inconsistency between the provisions of the General Terms and an applicable Exhibit, the provisions of the Exhibit will govern; in the event of any inconsistency between the provisions of any applicable PDM and the applicable Exhibit or General Terms, the provisions of the PDM will govern; and in the event of any inconsistency between the provisions of a Sales Order and the applicable PDM, Exhibit or the General Terms, the provisions of the Sales Order will govern for the purposes of that Sales Order.
- 10.13. **Counterparts and Execution.** This Agreement (or components thereof, including Sales Orders) may be executed in one or more counterparts, each of which will constitute an original and all of which taken together will constitute one and the same Agreement. Electronic or digital signatures will be of equal effect and validity as signatures on original copies.
- 10.14. **Severability.** If any term of this Agreement is held invalid or unenforceable for any reason, the remainder of the provision will continue in full force and effect, and the Parties will substitute a valid provision with the same intent and economic effect.
- 10.15. **Export Rules.** Customer acknowledges that the Products and Services are subject to the U.S. Export Administration Regulations and other export laws, restrictions, and regulations and agrees to comply with them.
- 10.16. **U.S. Government Licensing.** For U.S. Government End Users, Customer acknowledges that Products and Services are "Commercial Item(s)," as that term is defined at 48 C.F.R. Section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as the terms are used in 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202, as applicable. Customer agrees, consistent with 48 C.F.R. Section 12.212 or 48 C.F.R. Sections 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.





ADOBE – EXHIBIT FOR ONPREMISE SOFTWARE (2013v1)

1. OnPremise Definitions

- 1.1. **Computer:** means a virtual or physical device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions, consistent with the configuration recommendations in the Documentation, including without limitation desktop computers, laptops, tablets, mobile devices, telecommunication devices, Internet-connected devices, and hardware products capable of operating a wide variety of productivity, entertainment, or other software applications.
- 1.2. **Development Software:** means OnPremise Software licensed for use in a non-production technical environment solely for internal development and testing.
- 1.3. **Disaster Recovery Environment:** means Customer's technical environment designed solely to allow Customer to respond to an interruption in service due to an event beyond Customer's control that creates an inability on Customer's part to provide critical business functions for a material period of time.
- 1.4. **Evaluation Software:** means OnPremise Software licensed for internal evaluation purposes in a non-production environment.
- 1.5. **Internal Network:** means a private, proprietary network resource accessible only by employees and authorized individual contractors (i.e., temporary employees) of Customer. Internal Network does not include portions of the Internet or any other network community open to the public, such as membership or subscription driven groups, associations, and similar organizations.

2. OnPremise Software License and Restrictions.

- 2.1. **License Grant.** Subject to, and so long as Customer complies with, the terms and conditions of this Agreement, Adobe grants to Customer a non-exclusive license to install and use the OnPremise Software on Computer(s) for internal business purposes during the License Term set forth in the Sales Order, (i) in accordance with the terms and conditions of this Agreement, including without limitation, any applicable Documentation and License Metrics, and (ii) for the platforms, configurations, and quantities set forth in the Sales Order. Upon the expiration of the License Term, some or all of the OnPremise Software may cease to operate without prior notice. Upon expiration of the License Term or termination of the license, Customer shall cease use of the OnPremise Software, uninstall all copies of the OnPremise Software from all Computers on which it resides, and destroy or return to Adobe any media containing the OnPremise Software, as well as any related material. This OnPremise Software license grant does not cover software components, modules or other software that may be included in Adobe's electronic delivery of the OnPremise Software that are not identified and purchased by the Customer in the Sales Order.
- 2.2. **Archival and Disaster Recovery.** Customer may make and install a reasonable number of copies of the OnPremise Software for archival purposes and use such copies solely in the event that the primary copy has failed or is destroyed. Customer may also install copies of the OnPremise Software in a Disaster Recovery Environment, on a cold backup basis, for use solely in disaster recovery and not for production, development, evaluation or testing purposes other than to ensure that the Software is capable of replacing the primary usage of the Software in case of a disaster.
- 2.3. **Outsourcing.** Notwithstanding the OnPremise Software license set forth herein, Customer may sub-license use of the OnPremise Software to a third party contractor solely to operate the OnPremise Software on Customer's behalf, provided that: (a) Customer provides Adobe with prior written notice; (b) Customer is responsible for ensuring that any such contractor agrees to abide by and fully complies with the terms of this Agreement as they relate to the use of the OnPremise Software on the same basis as applies to Customer; (c) such use is only in relation to Customer's direct beneficial business purposes as restricted herein; (d) such use does not represent or constitute an increase in the scope or number of licenses provided hereunder; and (e) Customer remains fully liable for any and all acts or omissions by the contractor related to this Agreement.
- 2.4. **No Unbundling.** The OnPremise Software may include various applications and components, may allow access to content and various services that are hosted on websites maintained by Adobe or its affiliates ("Adobe



Online Services”), may support multiple platforms and languages, and may be provided to Customer on multiple media or in multiple copies. Nonetheless, the OnPremise Software is designed and provided to Customer as a single product to be used as a single product on Computers as permitted herein. Customer may not unbundle the component parts of the Software for use on multiple Computers.

- 2.5. **Prohibited Use.** Except as expressly authorized under this Agreement, Customer is, as a condition of the license, prohibited from: (i) using the OnPremise Software on behalf of third parties; (ii) renting, leasing, lending or granting other rights in the OnPremise Software including rights on a membership or subscription basis; and (iii) providing use of the OnPremise 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.

3. **Update Requirements.** If the OnPremise Software is an upgrade or update to a previous version of the OnPremise Software, Customer must possess a valid license to such previous version in order to use such upgrade or update. All upgrades and updates are provided to Customer subject to the terms of this Agreement on a license exchange basis. Customer agrees that by using an upgrade or update Customer voluntarily terminates Customer’s right to use any previous version of the OnPremise Software. As an exception, Customer may maintain installations of previous versions of the OnPremise Software on Customer’s Computers for a reasonable period of time (but not exceeding one hundred eighty (180) days) after Customer obtains the upgrade or update to assist Customer in the transition to the upgrade or update, provided that Customer’s right to such simultaneous installations does not constitute an increase in the number of copies, licensed amounts or scope of use granted to Customer hereunder.

4. **OnPremise Software Limited Warranty; Remedies**

- 4.1. **Warranty.** Adobe warrants to Customer that the OnPremise Software will perform substantially in accordance with the Documentation for the ninety (90) day period following delivery of the OnPremise Software. This limited warranty only applies to Indemnified Technology. All warranty claims must be made to the Adobe Customer Support Department within such ninety (90) day period. If the OnPremise Software does not perform substantially in accordance with the Documentation, the entire liability of Adobe and its affiliates and Customer’s exclusive remedy will be limited to either, at Adobe’s option, replacement of the OnPremise Software or refund of the license fee Customer paid for the OnPremise Software.

- 4.2. **Sample Application Code.** Customer may modify the source code form of those portions of the OnPremise Software programs that are expressly identified as sample code, sample application code, code snippets, ActionScript class files, or sample components (each, “Sample Application Code”) in the accompanying Documentation solely for the purposes of designing, developing, and testing websites and applications developed using Adobe software; provided, however, Customer is permitted to copy and distribute the Sample Application Code (modified or unmodified) only if all of the following conditions are met: (a) Customer distributes only the compiled object code versions of the Sample Application Code with its application; (b) Customer does not include or use the Sample Application Code in connection with any product or application designed for website development; and (c) Customer does not use the Adobe name, logos, icons, or other Adobe trademarks to market its application. Customer agrees to indemnify, hold harmless, and defend Adobe from and against any loss, damage, claims, or lawsuits, including attorney’s fees, that arise or result from the use or distribution of its application.

5. **Compliance.** Adobe may, at its expense, and no more than once every twelve (12) months, appoint its own personnel or an independent third party to verify that Customer’s use of the OnPremise Software, and the amount of deployments or installations of the OnPremise Software by Customer, complies with the terms of this Agreement. Such verification will require Customer to provide raw data from a software asset management tool of all OnPremise Software installed or deployed by or at the direction of Customer, including installation or deployment on Customer’s own servers or on servers provided by third parties, and all valid purchase documentation for all OnPremise Software. Such verification may include an onsite audit conducted at Customer’s relevant places of business upon seven (7) business days’ prior notice, during regular business hours, and shall not unreasonably interfere with Customer’s business activities. If such verification shows that Customer is using a greater volume of the OnPremise Software than what were legitimately licensed, or is deploying or using the OnPremise Software in any way not permitted under this Agreement and which would require additional license fees, Customer shall pay the applicable fees within thirty (30) days of invoice date, with such underpaid fees being the license fees and related maintenance and support fees as per Adobe’s then-current, country specific, list price. If underpaid fees are in excess

of five percent (5%) of the value of the fees paid under this Agreement, then Customer shall pay such underpaid fees and Adobe's reasonable costs of conducting the verification.





ADOBE® – PRODUCT DESCRIPTIONS AND METRICS (“PDM”) FOR ADOBE LIVECYCLE ES 4.0

1. Additional Terms for Adobe LiveCycle. The following provisions apply to Adobe LiveCycle Software family of products. Adobe LiveCycle OnPremise Software is an enterprise server platform that enables organizations to automate business processes. All Adobe LiveCycle offerings and components listed under the OnPremise Software section of the Sales Order are licensed to the Customer pursuant to all terms and conditions under the OnPremise Software Exhibit included herein and further subject to the terms and conditions of this Adobe LiveCycle PDM.

1.1. Definitions. Capitalized terms not defined in this PDM shall have the same meaning as the terms are defined in the Adobe Master Enterprise Terms (“General Terms”). This PDM is incorporated into and governed by the General Terms.

1.1.1. Additional Adobe LiveCycle Components: means LiveCycle Connector, LiveCycle Digital Signatures, LiveCycle Forms, LiveCycle Forms Standard, LiveCycle Forms Pro, LiveCycle Output, LiveCycle Forms Pro Add-On, LiveCycle Mobile Forms Add-On, LiveCycle PDF Generator, LiveCycle Process Management, LiveCycle Workspace, LiveCycle Workspace Mobile, LiveCycle Reader Extensions, and LiveCycle Rights Management.

1.1.2. AEM: means Adobe Experience Manager.

1.1.3. Application: means a computer program designed for a specific task or use that uses the OnPremise Software to access, store, or process data, generate Documents, or display data or content. Examples of an Application are a corporate website, a blog, a wiki, an e-learning platform, online shopping, games, online calendar, maps, or auction sites.

1.1.4. Authentication: means the valid entry of a required secure credential (such as a user name/password combination, smart card, or biometric) prior to use or access of the OnPremise Software or Document whether such credential is entered directly into the OnPremise Software or passed to the OnPremise Software programmatically, allowing a user a specific set of rights to the OnPremise Software or Document.

1.1.5. Authorized Users: means unless otherwise noted herein, means employees and individual contractors (i.e., temporary employees) of Customer.

1.1.6. CPU: means central processing units on Computers used to operate the OnPremise Software provided that: (i) all CPUs on a Computer on which the OnPremise Software is installed shall be deemed to operate the OnPremise Software unless Customer configures that Computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the OnPremise Software is less than the total number on that Computer; and (ii) when a CPU contains more than one processing core, each group of two (2) processing cores, and any remaining unpaired processing core, will be deemed one (1) CPU unless it conforms to the guidelines described in the applicable Multicore Policy at <http://www.adobe.com/go/multicorepolicy> or in a separate writing signed by both parties.

1.1.7. Data Services Features: means the remoting features and associated data services destinations automatically installed and configured with the initial installation of the Foundation Components.

1.1.8. Deploy: means to deliver or otherwise make available, directly or indirectly, by any means, a Document to one or more persons or entities including Recipients. A Document that has been Deployed will be deemed to remain Deployed until it is no longer available for distribution.



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- 1.1.9. **Deployment:** means a group of Server(s) that have the OnPremise Software installed and which operate one or more Applications where all Server(s) operate all the Applications and are operating at the same physical site.
- 1.1.10. **Document:** means an electronic or printed file that is processed or generated by the OnPremise Software, including Documents that contain data fields where data may be entered and saved.
- 1.1.11. **OnPremise Software:** OnPremise Software does not include software components or other software that may be included in Adobe’s electronic delivery of the OnPremise Software but not licensed to Customer in the Sales Order.
- 1.1.12. **Reader Features:** means (i) certain technology embedded into PDF files by the OnPremise Software that enables features in Adobe Reader software that would not otherwise be available (e.g., the ability to save documents locally or add annotations); and (ii) metadata (stored on a Computer and/or embedded in an electronic file of a supported file format) that contains or refers to access and usage rights designed to be enforced by LiveCycle Rights Management components of the OnPremise Software directly or through supported software applications.
- 1.1.13. **Flex SDK:** means the files, libraries, and executables contained in the directory labeled Flex SDK or similarly labeled directories including the Flex SDK Source Files, build files, compilers, and related information, as well as the file format specifications, if any, included as part of the OnPremise Software as described in the Flex SDK Documentation or a “Read Me” file accompanying the Flex SDK software. The Flex SDK is licensed to licensee subject to its license at <http://www.adobe.com/go/eulas> which is hereby incorporated by reference.
- 1.1.14. **Foundation Components:** means those components of the LiveCycle Software that are automatically installed with the standard configuration for first-time installations. “Foundation Components” specifically excludes (i) Evaluation Software, the portions of the LiveCycle SDK Components other than the client libraries used to access the OnPremise Software programmatically, the Flex SDK Components; (ii) the JBoss Application Server software, the MySQL database software and the MySQL JDBC driver software accompanying the OnPremise Software; and (iii) other components of the OnPremise Software that are separately licensed by Adobe. All usage of the Adobe Content Repository Extreme (CRX) component contained within the Foundation Components is limited solely to its use in conjunction with the OnPremise Software.
- 1.1.15. **LiveCycle Data Services Features:** means the remoting features and associated data services destinations automatically installed and configured with the initial installation of the OnPremise Software.
- 1.1.16. **LiveCycle SDK Components:** means software libraries, sample software code, application programming interfaces, header files and related information, and the file format specifications, if any, included as part of the OnPremise Software as described in the Documentation. Customer may install and use the LiveCycle SDK Components solely for purposes of facilitating use of validly licensed OnPremise Software in accordance with this Agreement.
- 1.1.17. **Metric Term:** means a single calendar year.
- 1.1.18. **Production Software:** means OnPremise Software licensed for productive business use.
- 1.1.19. **Recipient:** means, unless otherwise defined herein, a person to whom Customer directly or indirectly Deploys Documents. Each person that receives a Deployed Document shall be deemed a unique Recipient



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with respect to a particular software application unless the identity of that Recipient is known to Customer prior to Deployment and Customer has Deployed Documents to that Recipient before.

- 1.1.20. **Server:** means a Computer designed or configured for access by multiple users through a network. Where a Server contains more than one (1) Virtual Machine, each Virtual Machine shall be counted as a Server.
- 1.1.21. **Short-Lived Process:** means an electronic process that (i) is tagged as “short-lived” through the user interface or application programming interfaces of the LiveCycle SDK components, (ii) is initiated by the specific action of a single person or computer, (iii) results in the completion of a single electronic transaction consisting of one or more events that occur in a serial or synchronous fashion in real-time to generate a certain result or output, and (iv) does not include or require any human intervention (other than the initiation of the process).
- 1.1.22. **Virtual Machine:** means a self-contained operating system environment that runs applications like a physical server (e.g., an AIX® LPAR, Solaris™ zone, or VMware® virtual machine).
- 1.2. **Additional License Terms for Adobe LiveCycle.** Customer’s right to install and use the OnPremise Software is limited as follows based on the type of OnPremise Software licensed: (i) if Customer has licensed Production Software or Development Software and depending on the OnPremise Software licensed as specified in the Sales Order, Customer’s rights are further modified by the terms contained further in the applicable PDM, or (ii) if Customer has licensed Evaluation Software, then Customer’s right to install and use the OnPremise Software is limited as provided in the section herein regarding Evaluation Software. Customers may also permit non-licensed persons to participate in electronic processes that utilize Production Software provided that such non-licensed persons are not permitted to use the LiveCycle SDK Components or Flex SDK Components, or otherwise use the OnPremise Software directly, and such participation does not otherwise violate any of the prohibitions described in this Agreement.
- 1.3. **Additional License Restrictions.** Except as may be explicitly provided in this Agreement, Customer is prohibited from (i) authorizing any portion of the OnPremise Software to be copied onto or accessed from outside the Internal Network except as otherwise permitted herein; or (ii) using the OnPremise Software to generate PDF files from electronic documents or content provided by third parties when Customer also distributes or makes available the generated PDF files as part of a broader service or product offering.
- 1.4. **Evaluation Software.** This section regarding Evaluation Software applies to the OnPremise Software where Customer has not obtained a valid Development Software or Production Software license as provided in the Sales Order. Customer may (i) install the Evaluation Software within Customer’s Internal Network; and (ii) permit use of the Evaluation Software (and electronic document, content and other materials generated by or processed with the Evaluation Software) within Customer’s Internal Network for the sole purpose of determining whether to purchase a commercial license to the Evaluation Software and not for any revenue generation, commercial activity or other productive business or development purpose. Customer is not permitted to use the Evaluation Software (including its output) directly or indirectly with any Production Software or Development Software (or the output from such software). Customer’s rights to install and use Evaluation Software under this section regarding Evaluation Software will terminate immediately upon such time that Customer purchases a license to a non-evaluation version of such OnPremise Software. Adobe reserves the right to terminate Customer’s license to use the Evaluation Software at any time in its sole discretion. Adobe reserves the right to exercise its rights under the section entitled “Compliance” of the General Terms to ensure compliance with this section. Customer agrees to return or destroy Customer’s copy of the Evaluation Software upon termination of this Agreement for any reason. To the extent that any provision in this section regarding Evaluation Software is in conflict with any other term or condition in this Agreement, this section regarding Evaluation Software shall supersede such other



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term(s) and condition(s) with respect to the Evaluation Software, but only to the extent necessary to resolve the conflict. LICENSEE ACKNOWLEDGES THAT THE EVALUATION SOFTWARE MAY (a) HAVE LIMITED FEATURES; (b) FUNCTION FOR A LIMITED PERIOD OF TIME; OR (c) HAVE OTHER LIMITATIONS NOT PRESENT IN NON-EVALUATION SOFTWARE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE EVALUATION SOFTWARE IS PROVIDED TO LICENSEE BY ADOBE ON AN “AS IS” BASIS, AND ADOBE DISCLAIMS ANY WARRANTY OR LIABILITY OBLIGATIONS TO LICENSEE OF ANY KIND.

- 1.5. **Eclipse Code.** The OnPremise Software may include code provided by the Eclipse Foundation (“Eclipse Code”). On behalf of contributors to the Eclipse Code, Adobe hereby: (i) disclaims any and all warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose with respect to the included Eclipse Code and any and all derivative works thereof, (ii) disclaims any liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits, and (iii) represents that any warranties or other promises made by Adobe respecting the Eclipse Code are made by Adobe alone and not by any other party. The source code for the Eclipse Code as included in the software may be obtained as described in a readme to the software. Adobe provides the Eclipse Code as is, without warranty or support from Adobe.

1.6. License Metrics Descriptions.

- 1.6.1. **Per-CPU.** The total number of CPUs on the Computers used to operate the OnPremise Software may not exceed the licensed quantity of CPUs
- 1.6.2. **Per-Documents.** The total number of unique Documents that are Deployed concurrently may not exceed the licensed quantity of Documents. A Document will be deemed “unique” unless it is an identical copy of a Deployed Document, is a direct language translation of a Deployed Document, or differs from other Deployed Documents only with respect to correction of typographical errors, pre-Deployment customization of information about Recipients (e.g., name, address or account number) and similar differences that do not alter the fundamental business purpose of the Document. To the extent that a Document includes content contained in other electronic files that have been processed by the same Adobe software application(s) and are separately Deployed as Documents, then each such electronic file shall also be deemed a unique Document.
- 1.6.3. **Per-Recipient.** The total number of Recipients that receive Deployed Documents may not exceed the licensed quantity of Recipients.
- 1.6.4. **Per-Server.** The total number of Servers on which the OnPremise Software is installed may not exceed the licensed quantity of Servers.
- 1.6.5. **Per-Authorized User.** The total number of Authorized Users that use the OnPremise Software may not exceed the licensed quantity of Authorized Users.
- 1.7. **Font Software.** If the OnPremise Software includes font software, then Licensee may: (i) use the font software on Customer’s Computers in connection with Customer’s use of the OnPremise Software as permitted under this Agreement; (ii) output such don’t software on any output devices connected to Customer’s Computers; (iii) convert and install the font software into another format for use in other environments provided that the converted font software may not be distributed or transferred for any purpose except in accordance with this Agreement; and (iv) embed copies of the font software into Customer’s electronic documents for the purpose of printing and viewing the document, provided that if the font software Customer is embedding is identified as “licensed for editable embedding” on Adobe’s website at



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<http://www.adobe.com/type/browser/legal/embeddingeula.html>. Customer may also embed copies of that don't software for the additional limited purpose of editing Customer's electronic documents. No other embedding rights are implied or permitted under this license.

- 1.8. **LiveCycle Data Services – Limitations on Use for Non-Customers.** LiveCycle Data Services enables Customer to build data-rich Flex and Ajax applications that interact with a variety of data sources. Unless Customer has obtained a valid license to the Production Software version of the LiveCycle Data Services (“LCDS”) software, Customer may only utilize that software component's remoting end point functionality for the purpose of calling licensed public APIs from a program or application developed in Adobe Flex, except that any use of LCDS that results in use of the unmodified LCDS features is permitted without a separate license to the software to the extent such validly licensed OnPremise Software is designed to access the LCDS Features programmatically. In addition, the Data Services Modeler plugin must be used in conjunction with LiveCycle Data Services and Adobe Flash Builder. Customer may only use that software in accordance with the License Metrics it has obtained for LiveCycle Data Services and Adobe Flash Builder.

1.9. Adobe Flex SDK.

1.9.1. Additional Definitions Regarding Flex SDK.

1.9.1.1. **End User License Agreement:** means an end user license agreement that contains: (i) a limited, nonexclusive right to use the Developer Program; (ii) terms ensuring that any sublicensees of Customer shall comply with all restrictions and obligations set forth in these sections regarding the Adobe Flex SDK; (iii) standard prohibitions against reverse engineering or decompiling the Developer Program; (iv) a statement that Customer and its suppliers retain all right, title, and interest in the Developer Program; (v) a statement that Customer's suppliers disclaim all warranties and representations regarding the Developer Program; and (vi) a limitation of liability that disclaims all liability on behalf of Customer's suppliers.

1.9.1.2. **Developer Programs:** means programs or applications that are built consisting partly of the Flex SDK Source Files and partly of Customer's Material Improvement to add to or extend the Flex SDK Source Files.

1.9.1.3. **Flex SDK Source Files:** means the Flex Framework source code files that are provided with the Flex SDK.

1.9.1.4. **Material Improvement:** means perceptible, measurable, and definable improvements to the Flex SDK Source Files that provide extended or additional significant and primary functionality that adds significant business value to the Flex SDK Source Files.

- 1.9.2. **Additional Terms for Adobe Flex SDK.** Adobe Flex enables Customer to build interactive web applications. If Customer's OnPremise Software includes the Flex SDK, then Customer may: (i) use the Flex SDK for the sole purpose of internally developing Applications; (ii) use the Flex SDK as part of Customer's website for the sole purpose of compiling the Developer Programs that are distributed through the Customer's website; (iii) modify and reproduce Flex SDK Source Files for use as a component of Developer Programs that add Material Improvements to the Flex SDK Source Files; and (iv) distribute Flex SDK Source Files in object code form and/or source code form only as a component of Developer Programs that add Material Improvements to the Flex SDK Source Files, provided that: (a) such Developer Programs are designed to operate in connection with Adobe Flash Builder, Flex Charting, LCDS, or the Flex SDK; (b) Customer distributes such object code and/or source code under the terms and conditions of an End User License Agreement;



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(c) Customer includes a copyright notice reflecting the copyright ownership of Customer in such Developer Programs; (d) Customer shall be solely responsible to its customers for any update, support obligation or other liability, which may arise from such distribution; (e) Customer does not make any statements that its Developer Program is “certified” or guaranteed by Adobe; (f) Customer does not use Adobe’s name or trademarks to market its Developer Programs without written permission of Adobe; (g) Customer does not delete or in any manner alter the copyright notices, trademarks, logos or related notices, or other proprietary rights notices of Adobe (and its licensors, if any) appearing on or within the Flex SDK Source Files and/or Flex SDK Components, or any documentation relating to the Flex SDK Components; (h) Customer causes any modified files to carry prominent notices stating that Customer changed the files; and (i) Customer does not use “mx”, “mxml”, “flex”, “flash”, “livecycle”, or “adobe” in any new package or class names distributed with the Flex SDK Source Files. Any modified or merged portion of the Flex SDK Source Files is subject to this Agreement.

1.9.3. Restrictions on Use of Adobe Flex SDK. Except for the limited distribution rights above with respect to Flex SDK Source Files, Customer may not distribute, sell, sublicense, rent, loan, or lease the Flex SDK Components and/or any component thereof to any third party. For the avoidance of doubt, Customer shall not have a right to distribute any Flex SDK Components that are provided as executables and/or in object code form. Customer also agrees not to add or delete any program files that would modify the functionality and/or appearance of other Adobe software and/or any component thereof. Customer agrees that it will not use the Flex SDK Components to create, develop, or use any program, software or service, which (i) contains any viruses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information; (ii) when used in the manner in which it is intended, violates any law, statute, ordinance, or regulation; or (iii) interferes with the operability of other Adobe or third-party programs or software. Customer agrees to defend, indemnify, and hold Adobe and its suppliers harmless from and against any claims or lawsuits, including reasonable attorneys’ fees, that arise or result from the use or distribution of Developer Programs provided that Adobe gives Customer prompt written notice of any such claim, tenders to Customer the defense or settlement of such a claim at Customer’s expense, and cooperates with Customer, at Customer’s expense, in defending or settling such claim.

1.10. Additional Licensing Terms for Certain LiveCycle Editions. Adobe may, in its sole discretion, and as set forth in the Sales Order, provide various OnPremise Software components in different sets of bundles (each bundle, an “Edition”), and the License Metric associated with such an Edition may be categorized as “per-Pack,” “per-Bundle,” “per-Set,” or other similar bundle designation. Notwithstanding anything to the contrary in this Agreement, for each individual “Pack,” “Bundle,” “Set,” or single unit of any bundle designation, the Production Software versions of the following OnPremise Software components are subject to the following additional conditions: (i) LiveCycle Forms, LiveCycle Output, LiveCycle Process Management, LiveCycle Digital Signatures, or LiveCycle Reader Extensions shall be deemed to have a License Metric of one (1) CPU; and (ii) for the LiveCycle Business Transformation Edition, LiveCycle Rights Management may be used by no more than 5000 Recipients and must be utilized with another OnPremise Software component that creates the Document being protected; and (iii) LiveCycle Reader Extensions must be utilized in conjunction with LiveCycle Forms and may not be used to create a standalone Document made available to Recipients; and (iv) for the purposes of clarity, all restrictions in this section regarding Additional Licensing Terms for Certain LiveCycle Editions are cumulative (e.g., LiveCycle Reader Extensions is subject to all subsections (i) and (iii) in this section; and LiveCycle Rights Management is subject to subsections (ii) and (iii) in this section).

1.11. Internet Connectivity and Privacy.

1.11.1. Automatic Connections to the Internet and Use of Online Services. The OnPremise Software may cause Customer’s Computer, without notice, to automatically connect to the Internet or other Adobe software



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within Customer’s local area network and to communicate with an Adobe website or Adobe domain for purposes such as license validation, activation, and provision of additional information, updates, features, or functionality. Customer’s information that is collected and transmitted by the OnPremise Software to Adobe is pursuant to the Adobe Online Privacy Policy available at <http://www.adobe.com/go/privacy> (“Privacy Policy”). The OnPremise Software may cause Customer’s Computer, without additional notice and on an intermittent or regular basis, to automatically connect to the Internet to facilitate Customer’s access to content and services that are provided by Adobe or third parties (collectively “Online Services”). Use of such Online Services may be subject to additional terms and conditions. Use of Adobe Online Service is governed by the Privacy Policy and the Adobe Terms of Use at <http://www.adobe.com/go/terms>. EXCEPT AS EXPRESSLY AGREED BY ADOBE OR ITS AFFILIATES OR A THIRD PARTY IN A SEPARATE AGREEMENT, CUSTOMER’S USE OF ADOBE ONLINE SERVICES AND THIRD PARTY ONLINE SERVICES IS AT ITS OWN RISK.

- 1.11.2. **Activation.** The Software may require Customer to (i) obtain an Adobe ID, (ii) activate or reactivate the OnPremise Software, (iii) register the OnPremise Software, or (iv) validate the Membership pursuant to the terms stated at <http://www.adobe.com/go/activation> (“Activation Terms”).

1.12. Digital Certificates (Digital Signatures).

- 1.12.1. **Use.** Purchase, use, and reliance upon digital certificates is the responsibility of the Customer and a Certificate Authority. Please see http://www.adobe.com/go/partners_cds for information about Adobe’s CDS vendors and <http://www.adobe.com/go/aatl> for information about AATL vendors.
- 1.12.2. **Acknowledgement.** 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, YOU USE DIGITAL CERTIFICATES AT YOUR SOLE RISK.
- 1.12.3. **Third Party Beneficiaries.** You agree that any Certificate Authority you rely upon is a third party beneficiary of this Agreement and shall have the right to enforce this Agreement in its own name as if it were Adobe.
- 1.12.4. **Liability.** You agree to hold Adobe and any applicable Certificate Authority (except as expressly provided in its terms and conditions) harmless 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 service of such authority, including, without limitation (i) reliance on an expired or revoked certificate; (b) improper verification of a certificate; (c) use of a certificate other than as permitted by any applicable terms and conditions, this agreement or applicable law; (d) failure to exercise reasonable judgment under the circumstances in relying on issuer services or certificates; or (e) failure to perform any of the obligations as required in the terms and conditions related to the services.

2. Additional Adobe LiveCycle Components.

The following provisions apply solely to Additional Adobe LiveCycle Components. Additional Adobe LiveCycle Components are licensed to Customer pursuant to all terms and conditions under the OnPremise Exhibit included herein and further subject to the terms and conditions of this Adobe LiveCycle PDM and specifically, this Section 2.

- 2.1. **Definition of OnPremise Software for Additional Adobe LiveCycle Components.** If Customer has licensed Additional Adobe LiveCycle Components as set forth on the Sales Order, then “OnPremise Software” means the Foundation Components, the LiveCycle SDK Components, the Flex SDK Components, and object code versions of any of the applicable Additional Adobe LiveCycle Components, including all Documentation and other materials provided by Adobe to Customer under this Agreement. Customer may install and use the Foundation Components



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solely for purposes of facilitating use of the OnPremise Software in accordance with this Agreement, subject to the following additional terms: (i) Licensee’s right to design, implement and/or execute electronic processes that use the On Premise Software in any way is limited to Short-Lived Processes unless Licensee has obtained a valid license to the Production Software version of Adobe LiveCycle Process Management; (ii) Customer may install and use an unlimited number of copies of the LiveCycle Designer software installed as part of the Foundation Components, and its output, solely with the Foundation Components and specifically designed to operate with the Foundation Components; and (ii) for each single (1) Deployment, Customer may install and use five (5) copies of Adobe Flash Builder Pro software (or its successor) provided with the Foundation Components only if Adobe Flash Builder Pro is installed as part of the Foundation Components and used in combination with the LiveCycle SDK components to modify Additional Adobe LiveCycle Components and create Applications that integrate with the LiveCycle Software components; all other usage of Adobe Flash Builder Pro is prohibited.

- 2.2. **Additional Licensing Terms for Additional Adobe LiveCycle Components.** The following terms and conditions, including the License Metrics, govern Customer’s use of validly licensed versions of the OnPremise Software as provided in the Sales Order.

2.2.1. **LiveCycle Connector.** LiveCycle Connector Software connects enterprise content management systems to engagement applications providing content repository services. LiveCycle Connector software is licensed as Production Software on a per-CPU or per-Authorized User basis and/or Development Software on a per-Server basis, as provided in the Sales Order, for use with Adobe software applications (each a “Connected Adobe Application”) and the non-Adobe content management software application for which it is designed as indicated by the name of the particular version of the LiveCycle Connector software licensed by Customer or as otherwise provided in the Sales Order. Customer must have at least one (1) valid license to the LiveCycle Connector software for each licensed CPU of a Connected Adobe Application licensed on a per-CPU basis and/or per-Authorized User of a Connected Adobe Application licensed on a per-Authorized User basis. If Customer has licensed LiveCycle Connector for Microsoft SharePoint, then Customer is also granted a license to use the LiveCycle SharePoint iFilter for Rights Protected Documents in conjunction with the LiveCycle Connect for Microsoft SharePoint.

2.2.2. **LiveCycle Digital Signatures.** The LiveCycle Digital Signatures software allows Customer to author and validate Certified Documents. LiveCycle Digital Signatures software is licensed as Production Software on a per-CPU basis and/or Development Software on a per-Server basis as provided in the Sales Order.

2.2.3. **LiveCycle Forms.** LiveCycle Forms software enables Customer to deploy interactive XML-based forms in Adobe Reader, Adobe Flash Player, or web browsers. LiveCycle Forms software is licensed as Production Software on a per-CPU or per-Authorized User basis and/or Development Software on a per-Server basis as provided in the Sales Order. Customer’s valid license to LiveCycle Forms software as Production Software or Development Software includes a license to install and use the LiveCycle Data Services software subject to the same License Metrics, number of licenses, and other terms that apply to the LiveCycle Forms software, and only to the extent necessary to utilize the LiveCycle Forms software, unless Customer has obtained a separate valid license to the LiveCycle Data Services software allowing Customer to utilize all of the features of those software components.

2.2.4. **LiveCycle Forms Standard.** LiveCycle Forms Standard provides Customer with all the rights and restrictions of LiveCycle Forms software as well as the use of LiveCycle Reader Extensions software to enable a Document with Reader Features, only when that Document has been rendered by LiveCycle Forms software immediately prior to its use by an individual Recipient. For purposes of clarity, the Reader Extended Document may not be posted to a website or otherwise distributed to more than one Recipient without re-rendering the Document



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using LiveCycle Forms. LiveCycle Forms Standard is licensed as Production Software on a per-CPU basis and/or Development Software on a per-Server basis as provided in the Sales Order.

- 2.2.5. **LiveCycle Forms Pro.** LiveCycle Forms Pro provides Customer with all the rights and restrictions of LiveCycle Forms Standard as well as the capabilities of LiveCycle Mobile Forms, LiveCycle Forms Management and LiveCycle Output. The use of LiveCycle Output is restricted to rendering a document receipt of data captured using a form rendered through LiveCycle Forms or LiveCycle Mobile Forms. LiveCycle Forms Pro software is licensed as Production Software on a per-CPU and/or as Development Software on a per-Server basis as provided in the Sales Order.
- 2.2.6. **LiveCycle Output.** LiveCycle Output software enables Customer to dynamically generate personalized documents on demand in print and electronic formats. LiveCycle Output software is licensed as Production Software on a per-CPU basis and/or Development Software on a per-Server basis as provided in the Sales Order. If Customer obtains the LiveCycle Output software as part of an upgrade to the LiveCycle Forms software from a previously licensed version of Forms software (e.g., Adobe Forms Server 7.x), Adobe grants to Customer a non-exclusive license to permit Authorized Users to install and use the LiveCycle Output software, under the same License Metrics as the corresponding LiveCycle Forms software upgrade, solely to generate non-interactive PDF documents (i.e., no interactive form fields included in the PDF document) for processing exclusively with the corresponding LiveCycle Forms software upgrade. For the avoidance of doubt, use of the LiveCycle Output software, when provided as part of an upgrade to LiveCycle Forms software, is restricted (i) to deployment on the same Server on which the LiveCycle Forms software is installed; and (ii) in the same capacity as Development Software or Production Software (and on a per-CPU or per-Server basis, as applicable) as the corresponding LiveCycle Forms software upgrade. The foregoing license to the LiveCycle Output software specifically excludes other components included in the LiveCycle Output software, and Customer is not permitted to use any other software applications or components accompanying, or installed with, the LiveCycle Output software, unless Customer obtains a separate license to do so.
- 2.2.7. **LiveCycle Forms Pro Add-On.** LiveCycle Forms Pro Add-On software grants Customer the right to use LiveCycle Mobile Forms, LiveCycle Forms Management and LiveCycle Output, but does not include a license to LiveCycle Reader Extensions. The use of LiveCycle Output is restricted to rendering a document receipt of data captured using a form rendered through LiveCycle Forms or LiveCycle Mobile Forms. LiveCycle Forms Pro Add-On software is licensed as Production Software on a per-CPU and/or Development Software on a per-Server basis as provided in the Sales Order, to those Customers who already have a valid license for LiveCycle Forms.
- 2.2.8. **LiveCycle Mobile Forms Add-On.** LiveCycle Mobile Forms Add-On software grants Customer the right to use LiveCycle Mobile Forms and LiveCycle Output. The use of LiveCycle Output is restricted to rendering a document receipt of data captured using a form rendered through LiveCycle Forms or LiveCycle Mobile Forms. The LiveCycle Mobile Forms Add-On is licensed as Production Software on a per-CPU basis and/or Development Software on a per-Server basis as provided in the Sales Order, to those Customers who already have a valid license for LiveCycle Forms.
- 2.2.9. **LiveCycle PDF Generator.** LiveCycle PDF Generator software enables Customer to automate the creation and assembly of PDF documents from many file formats. LiveCycle PDF Generator software is licensed as Production Software on a per-CPU or per-Authorized User basis and/or Development Software on a per-Server basis as provided in the Sales Order.
- 2.2.9.1. **Use of Adobe Acrobat Professional Software.** A copy of Adobe Acrobat Professional software accompanies the LiveCycle PDF Generator software for use subject to the following limitations:



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(i) Customer may install one (1) copy of the Adobe Acrobat Professional software on each Server on which the LiveCycle PDF Generator software is installed; (ii) Customer may only use the Adobe Acrobat Professional software indirectly through use of the OnPremise Software and only to the extent that the LiveCycle PDF Generator software is designed to access the Adobe Acrobat Professional software programmatically as described in the Documentation; and (iii) Customer may not use the Adobe Acrobat Professional software directly or otherwise use features and functionality of the Adobe Acrobat Professional software that are not enabled or supported through use of the LiveCycle PDF Generator software unless Customer obtains a separate license to do so.

2.2.9.2. Use of Supported Adobe Software Products. The LiveCycle PDF Generator software is designed to operate in connection with certain other Adobe software applications as described in the Documentation (each a “Supported Adobe OnPremise Software Product”). To the extent that Customer has separately licensed a Supported Adobe OnPremise Software Product, Customer may use such Supported Adobe OnPremise Software Product with the LiveCycle PDF Generator software for the sole purpose of converting files in the native file formats of such Supported Adobe OnPremise Software Products (e.g., files in the .psd format) subject to the following limitations: (a) Customer may install one (1) copy of each licensed Supported Adobe OnPremise Software Product on each server on which the LiveCycle PDF Generator software is installed; and (b) Customer may only use the Supported Adobe OnPremise Software Products indirectly through use of the LiveCycle PDF Generator software to the extent the LiveCycle PDF Generator software is designed to access the Supported Adobe OnPremise Software Products programmatically as described in the Documentation.

2.2.9.3. Initiation of a Process. Customer’s right to use the Production Software to generate or assemble content in PDF format (“Process”) is limited based on the applicable License Metric as follows: (i) when the Production Software is licensed on a Per-CPU basis, it shall be used to Process PDFs solely as a result of a predefined automated workflow process and not any other uses, including without limitation ad hoc submission and receipt of files by Authorized Users; and (ii) when the Production Software is licensed on a Per-Authorized User Basis, the PDF content must be generated as the result of any process other than the Per-CPU basis specified above.

2.2.10. LiveCycle Process Management. LiveCycle Process Management software enables Customer to perform task assignment and task management. It also enables Customer to initiate and participate in form-based business processes by using a web browser. Customer’s valid license for LiveCycle Process Management includes a license to install and use LiveCycle Workspace Mobile and Workspace Mobile SDK on an unlimited basis, but use of those software components is restricted to use in conjunction with LiveCycle Process Management, unless Customer has obtained a separate valid license for LiveCycle Workspace Mobile and Workspace Mobile SDK allowing Customer to utilize all of the features of those software components. LiveCycle Process Management software is licensed as Production Software on a per-CPU or per-Authorized User basis and/or Development Software on a per-Server basis as provided in the Sales Order.

2.2.11. LiveCycle Workspace and LiveCycle Workspace Mobile. LiveCycle Workspace software enables Customer to initiate and participate in form-based business processes by using a web browser, and LiveCycle Workspace Mobile enables such functionality to occur on a mobile device. Customer’s right to use the LiveCycle Process Management software includes the right to install and use the LiveCycle Workspace and LiveCycle Workspace Mobile software as Production Software solely to interface with the LiveCycle Process Management software and Foundation Components in accordance with the terms and conditions of this Agreement, and to use the source code version of the LiveCycle Workspace software (including libraries and other materials) available with LiveCycle SDK Components (collectively, “Workspace Code”) subject to the following limitations: (i) Customer may modify and reproduce Workspace Code for the sole purpose of internally developing user



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interfaces designed to operate with the LiveCycle Process Management software and Foundation Components; (ii) Customer may use the user interfaces and other derivatives developed with the Workspace Code under the same terms that apply to the LiveCycle Workspace software; and (iii) Customer may not delete or in any manner alter the copyright notices, trademarks, logos or related notices, or proprietary rights notices of Adobe (and its licensors, if any) appearing within the Workspace Code. Notwithstanding anything to the contrary in this section regarding LiveCycle Workspace and LiveCycle Workspace Mobile, Customer may not change any LiveCycle Data Services Features (including data services destinations) used by the LiveCycle Workspace software and/or included in the Workspace Code at the time the OnPremise Software is first installed, or otherwise use the LiveCycle Workspace software or Workspace Code with any other LiveCycle Data Services Features. Customer is solely responsible for any update needs, errors, or other liability resulting from any use or distribution of modified and unmodified Workspace Code.

2.2.12. LiveCycle Reader Extensions. LiveCycle Reader Extensions software enables Customer to activate in Documents it distributes certain Reader Features that are not usually available when a PDF document is opened using Adobe Reader. LiveCycle Reader Extensions software is licensed as Production Software on a per-Document or per-Recipient basis as provided in the Sales Order. LiveCycle Reader Extensions includes the functionality previously available with LiveCycle Barcoded Forms.

2.2.13. LiveCycle Rights Management. LiveCycle Rights Management Software enables Customer to place certain controls on documents, such as who may open or print a document. LiveCycle Rights Management software is licensed as Production Software on a per-Document or per-Recipient basis as provided in the Sales Order. Customer is not permitted to disable or interfere with electronic notices or dialogue boxes concerning privacy or tracking that appear in the software used for viewing electronic files that have been processed by LiveCycle Rights Management software except as explicitly permitted in this Agreement or the Documentation.

3. Correspondence Management Solution. The following provisions apply solely to Correspondence Management Solution. Correspondence Management Solution is licensed to Customer pursuant to all terms and conditions under the OnPremise Exhibit included herein and further subject to the terms and conditions of this Adobe LiveCycle PDM and specifically, this Section 3.

3.1. Product Description. Correspondence Management Solution automates various types of correspondence. Users can assemble individualized correspondence with pre-approved content blocks, interactive media elements, and pre-filled electronic forms. Correspondence Management Solution will deliver the correspondence to recipients, who may fill out forms.

3.2. Definition of OnPremise Software for Correspondence Management Solution. If Customer has licensed the Adobe Correspondence Management Solution (“CM”) as set forth on the Sales Order, then “OnPremise Software” means specified Adobe LiveCycle software components (Output, Process Management, PDF Generator, Forms, Reader Extensions, Digital Signatures and Rights Management), Content Repository Extreme, AEM, Asset Manager and Asset Editor interfaces, Correspondence Creation interface, Expression Manager, Asset Composer, and Data Dictionary services, but all such use is limited solely to the creation, management, administration, and delivery of the following types of personalized correspondence to CM Recipients: customer inquiry responses, human resources correspondence, reminder and notification letters, endorsement notices, policy issuance documents, welcome kits, or account application packages including the securing or rights management of any of the above listed documents generated by the OnPremise Software. Usage of interactive forms associated with CM Recipients shall be limited to the interactions directly associated with creation or response to personalized correspondence. Prohibited usage includes (but is not limited to) publishing a non-personalized Document with Reader Features onto a website, converting documents to PDF where they will not be directly used in personalized correspondence, or utilizing the AEM software to publish or store content not utilized or generated



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by the OnPremise Software. Each Production Software license to this OnPremise Software includes an unlimited number of Development Software licenses to this OnPremise Software.

- 3.3. **Additional Licensing Terms for Correspondence Management Solution.** “CM Authorized User” means a unique person that uses Authentication to log into the OnPremise Software or an Application for the purpose of authoring and administering correspondence templates; creating, managing, or modifying correspondence or documents; or the delivery of correspondence or documents. Each CM Authorized User is licensed only for a single Deployment. “Base” means one (1) Deployment. “CM Recipient” means a unique person in any Metric Term who receives, views, or otherwise has access to correspondence or documents generated by the OnPremise Software and is not a Business Recipient. “Business Recipient” means a person acting on behalf of a business, government, or educational institution or other organization that receives, views, or otherwise has access to correspondence or documents generated by the OnPremise Software. Each CM Recipient is licensed only for a single Deployment.

4. **LiveCycle Production Print.** The following provisions apply solely to LiveCycle Production Print software. Adobe LiveCycle Production Print software is licensed to Customer pursuant to all terms and conditions under the OnPremise Exhibit included herein and further subject to the terms and conditions of this Adobe LiveCycle PDM and specifically, this Section (LiveCycle Production Print).

- 4.1. **Product Description of LiveCycle Production Print.** LiveCycle Production Print software is a document composition run-time and development environment. It merges XML, ACII, and other data types with Adobe LiveCycle Designer forms to generate personalized documents in a range of print and electronic formats to support high-volume production and enveloping requirements.
- 4.2. **Definition of OnPremise Software for LiveCycle Production Print.** If Customer has licensed LiveCycle Production Print, then “OnPremise Software” means only the specific edition and options specified in the Sales Order. In addition, Customer may install and use unlimited number of copies of LiveCycle Designer but solely for use with LiveCycle Production Print.
- 4.3. **Additional Licensing Terms for LiveCycle Production Print.** This OnPremise Software is licensed as Production Software on a per - CPU basis and as Development Software on a per - Server basis. If Customer has licensed the Story Teller option, then “OnPremise Software” means only the specific version and components specified in the Sales Order and “Story Teller Authorized User” means Customer’s employee or agent who uses the OnPremise Software. If Customer has licensed the Composition Center option, then “OnPremise Software” means only the specific version and components specified in the Sales Order. Each license of this OnPremise Software includes twenty five (25) Composition Center Authorized User licenses and two (2) Story Teller Authorized User licenses and “Composition Authorized User” means Customer’s employee or agent who uses the OnPremise Software. If Customer has licensed the Graphics option, then “OnPremise Software” means only the specific version and components specified in the Sales Order. Each license of this OnPremise Software includes one (1) Story Teller Authorized User license, which license may be used only with the OnPremise Software.

5. **LiveCycle Data Services.** The following provisions apply solely to LiveCycle Data Services software. Adobe LiveCycle Data Services software is licensed to Customer pursuant to all terms and conditions under the OnPremise Exhibit included herein and further subject to the terms and conditions of this Adobe LiveCycle PDM and specifically, this Section (LiveCycle Data Services).

- 5.1. **Adobe LiveCycle Data Services Product Description.** LiveCycle Data Services enables Customer to build data-rich Flex and Ajax applications that interact with a variety of data sources.
- 5.2. **Definition of OnPremise Software for LiveCycle Data Services.** If Customer has licensed only LiveCycle Data Services, then “OnPremise Software” means that software component as further described in its Documentation



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and the Sales Order and the Flex SDK. Further, Customer may install and use five (5) copies of Adobe Flash Builder Pro (or its successor) but only if Adobe Flash Builder Pro is used in combination with the Flex SDK components to create Applications that integrate with LiveCycle Data Services. All other usage of Adobe Flash Builder Pro is prohibited. Any Application created using LiveCycle Data Service must be deployed with an authorized and validly licensed Production Software copy of LiveCycle Data Services.

- 5.3. **Additional Licensing Terms for LiveCycle Data Services.** If Customer has licensed LiveCycle Data Services, then Customer is granted a license to use the Edge Server in conjunction with that OnPremise Software, but such use may not exceed the License Metric obtained for LiveCycle Data Services. LiveCycle Data Services OnPremise Software is licensed as Production Software on a per-CPU basis and/or Development Software on a per-Server basis as provided in the Ordering Document.

6. **AEM for Forms Portal.** The following provisions apply solely to Adobe Experience Manager (AEM) for Forms Portal software. AEM for Forms Portal software is licensed to Customer pursuant to all terms and conditions under the OnPremise Exhibit included herein and further subject to the terms and conditions of this Adobe LiveCycle PDM and specifically, this Section (AEM for Forms Portal).

- 6.1. **AEM for Forms Portal Product Description.** AEM for Forms Portal enables Customer to manage forms and documents on a website.
- 6.2. **Definition of OnPremise Software for AEM for Forms Portal.** If Customer has licensed AEM for Forms Portal, then “OnPremise Software” means the AEM WCM Basic Edition software and AEM Mobile limited to the use cases described below.
- 6.3. **Additional Licensing Terms for AEM for Forms Portal.** The use of AEM Forms Portal is limited solely to the creation, management, administration and delivery of forms and documents on a website in conjunction with LiveCycle Forms Pro, such as creation and customization of a web page associated with the search, display, retrieval and processing of the associated forms and documents. Prohibited usage of AEM Forms Portal includes, but is not limited to, publishing web content not related to forms processing or document display, and managing websites such as organization websites, eCommerce portals, gaming websites or social networking applications. AEM for Forms Portal may be deployed on an unlimited number of Instances and administered by an unlimited number of Users. “Instance” means one (1) copy of AEM for Forms Portal running on one (1) Computer. “User” means employee(s) or contractors of Customer that are authorized to have login access, either directly or programmatically such as through use of an API, to AEM for Forms Portal for any purpose.

Third Party Software Notices. In order to accommodate public demand for software that is interoperable with other products and platforms, Adobe, like other commercial software publishers, has designed its products to comply with public standards, and has incorporated code created and licensed by third parties, into its products. The creators of these public standards and publicly available code, as well as other third party licensors, require that certain notices and terms and conditions be passed through to the end users of the software. Such required third party software notices and/or additional terms and conditions are located at www.adobe.com/products/eula/third_party/index.html (or a successor website thereto) and are made a part of and incorporated by reference into this Agreement. Customer acknowledges and agrees that Adobe’s licensors (and/or Adobe if Licensee obtained the Software from any party other than Adobe) are third party beneficiaries of this Agreement, with the right to enforce the obligations set forth herein with respect to the respective technology of such licensors and/or Adobe.