1. **Additional License Terms.**

   1.1 **Limited Server License**. If Customer has obtained a valid Limited Server License for the Production Software, then Customer may install and use the Production Software only for the purpose of permitting Users(a) connected to its intranet to download the On-premise Software for installation or (b) use the On-premise Software through the use of commands, data, or instructions from a Computer connected to Customer's intranet, provided that the total number, not the concurrent number, of Users that use the On-premise Software does not exceed the number licensed under this Agreement.

   1.2 **Premium Server License**. If Customer has obtained a Premium Server License for the Production Software, then, Customer may install and use the Production Software within its intranet up to the permitted number of Computers. Customer may access the Production Software to external users via an external network provided that:

   (A) The On-premise Software is only an interface to, or an extended service in support of, Customer's direct beneficial business purpose.;

   (B) Those accessing the On-premise Software via an external network do not have any right to access or use the On-premise Software for their own purposes and may only access and use the On-premise Software to interface with, or to use an extended service of, Customer's direct beneficial business purpose;

   (C) No person who accesses the Production Software via an external network may download the On-premise Software or any part of it.

   1.3 **Two-Tier Hosting License**. If Customer has obtained a Premium Server License, then Customer may distribute Customer's Hosted Service Product to third parties (each a "**Third-Party Partner**") and allow each such Third-Party Partner to provide access to the Hosted Service Product directly to Third-Party Partner's end user customers under such Third Party Partner's own trademark and/or incorporated as part of such Third Party Partner's own service (each, a "**Partner Hosted Service Product**"), provided that the Hosted Service Product is accompanied by an appropriate end user license agreement ("**Customer EULA**") that includes terms and conditions substantially similar to and no less restrictive than those set forth in this Agreement, the terms of which may be modified by Adobe from time to time, subject to:

   (A) Customer will designate Adobe as a third party beneficiary of the Customer EULA entered into between Customer and each Third-Party Partner. Customer will not grant any Third-Party Partner any rights to access and use the On-premise Software that exceeds the scope of license stated herein. Customer represents and warrants that it will enforce the terms of the Customer EULA against each Third-Party Partner and that Customer will indemnify Adobe for any costs, losses, expenses, liabilities, or damages for any breaches of the Customer EULA by any Third-Party Partner.

   (B) The Partner Hosted Service Product will be installed and operated solely by Third-Party Partner on Computers owned by Third-Party Partner.

   (C) Access by Third-Party Partner's end user customers of the Partner Hosted Service Product will be provided over a network connection through a web interface created by Third-Party Partner. For clarification, Third-Party Partner is not authorized to provide its end user customers with direct access to the On-premise Software, but only as part of access to the Partner Hosted Service Product.

   1.4 **Development Software License**. If Customer has obtained a valid license to the Development Software, then Customer may use the Development Software on the licensed platforms in Customer's technical environment strictly for staging and testing purposes. Customer may install a single instance of the

Development Software on up to the permitted number of Computers connected to Customer's intranet and permit Users to use the Development Software.

2. **Open Source Software**. Notwithstanding anything to the contrary, Customer is not licensed to (and Customer agrees that it will not) integrate or use the On-premise Software with any Open Source Software or otherwise take any action that could require disclosure, distribution, or licensing of all or any part of the Product in source code form, for the purpose of making derivative works, for sale or at no charge. For the purposes of this section, "**Open Source Software**" means software licensed under the GNU General Public License, the GNU Lesser General Public License, or any other license terms that could require, or condition Customer's use, modification, or distribution of such software on, the disclosure, distribution, or licensing of any other software in source code form, for the purpose of making derivative works, for sale or at no charge. Any violation of the foregoing provision immediately terminates all of Customer's licenses and other rights to the Production Software granted under this Agreement. Customer may use other software with the Production Software, which may be commonly referred to as "open source" outside the terms of this Agreement, provided the license terms of use for such other open source software do not conflict with any of the terms and conditions herein.

3. **Content Files**. Customer may use, display, modify, reproduce, and distribute any of the Adobe-provided sample files such as fonts, stock images or sounds ("Content Files"), except Customer must not distribute Content Files on a stand-alone basis. Customer may not claim any trademark rights in, or derivative works of, the Content Files.

4. **Embedded Use**. Customer may embed or distribute, as applicable, any software made available to Customer through the On-Premise Software (including fonts, runtimes, add-ins, and utilities provided with the On-premise Software, for example as part of an application that is packaged to run on the Apple iOS or Android™ operating systems) as part of developer applications, electronic documents or content, and may only permit use of such software in connection with such application, document or content. No other embedding rights are implied or permitted.

5. **Font Software**. As applied to fonts in the On-premise Software, any commercial printer or service bureau that Customer uses to process Customer's file must have a valid license to use the font software included in the file.

6. **Third-Party On-premise Software Notices**. The creators of certain public standards and publicly available code, as well as other third party licensors, require that certain notices be passed through to the end users of the On-premise Software. These third party notices are located at www.adobe.com/products/eula/third_party/index.html (or a successor website thereto).

7. **Definitions.**

    7.1 "**Hosted Service Product**" means Customer's hosted product or service that is integrated with the On-premise Software.

    7.2 "**Production Software**" means a version of the On-premise Software licensed by Adobe for production use and not for use as Development Software and/or Evaluation Software.