

## Software Terms to the Adobe General Terms of Use

Last updated 1 April, 2017.

These terms govern your use of the Software included as part of the Services (such as if you use the Creative Cloud apps through your Creative Cloud membership). These terms are incorporated into the Adobe General Terms of Use (collectively "**General Terms**"). Capitalised terms not defined here have the same meaning as such terms defined in the General Terms. The Software is **licensed, not sold**, only in accordance with these terms. If you have entered into another agreement with us concerning specific Software, then the terms of that agreement control when it conflicts with these terms.

### 1. Use of Software.

#### 1.1 Subscription-Based Software Licence.

If we provide the Software to you as part of your subscription to use the Services, then subject to your compliance with these terms, we grant you a non-exclusive licence to install and use the Software: (a) in the Territory, (b) so long as your subscription is valid, and (c) consistent with these terms and related documentation accompanying the Software. "**Territory**" means worldwide, but excludes any US-embargoed countries and countries where you are prohibited from using the Software or the Services. You may activate the Software on up to 2 devices (or virtual machines) at a time, if these activations are associated with the same Adobe ID for the same individual, unless stated at <http://www.adobe.com/go/activation>. However, you may not use the Software on these devices simultaneously.

**1.2 Device-Based Software Licence.** If you have purchased a Software licence based on number of devices or virtual machines (such as if you have purchased Creative Cloud for education), then this Section 1.2 applies:

(a) **Licence.** Subject to your compliance with these terms and the licence scope specified in the documentation accompanying the Software, we grant you a non-exclusive licence to install and use the Software: (1) in the Territory, (2) during the term of the licence, (3) within the licence scope, and (4) consistent with these terms and related documentation accompanying the Software.

(b) **Distribution from a Server.** If permitted in a licence document between us and you, you may copy an image of the Software onto a computer file server within your Intranet for the purpose of downloading and installing the Software onto computers within the same Intranet. "**Intranet**" means a private, proprietary computer network you and your authorised employees and contractors can access. Intranet does not include portions of the Internet, network communities open to suppliers, vendors or service providers, or network communities open to the public (such as membership or subscription-driven groups, associations, and similar organisations).

**1.3 General Licence.** If the Software is provided as part of the Services without restrictions on subscription or number of devices, then subject to your compliance with these terms, we grant you a non-exclusive licence to install and use the Software (a) in the Territory, (b) for the purpose of using and accessing the Services, and (c) consistent with these terms and related documentation accompanying the Software.

**1.4 Software Development Kit.** If the Software includes a software development kit ("**SDK**") that does not reference a separate licence agreement, then you may use that SDK to develop applications that interoperate with the Software ("**Developer Application**"). The SDK may include source code of implementation examples ("**Sample Code**"), runtime components, or libraries that may be included in the Developer Application to ensure proper interoperation with the Software. You may use the SDK only for the purpose of internal development of Developer Applications and may redistribute the Sample Code, runtimes and libraries included in the SDK only as necessary to properly implement the SDK in the Developer Application. You will indemnify us from any loss, damage, claims, or lawsuit, including attorney's fees that arise or result from any Developer Application or your use of the SDK. Any separate licence agreement for an SDK will supersede this section.

### 1.5 Restrictions and Requirements.

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

(b) **Restrictions.** Unless permitted in these terms, you must not:

(1) modify, port, adapt, or translate the Software;

(2) reverse-engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Software;

(3) use or offer the Software on a service bureau basis;

(4) host or stream the Software or allow anyone to access the Software through the Internet or otherwise access the Software remotely;

(5) (i) circumvent technological measures intended to control access to the Software or (ii) develop, distribute, or use with the Software, products that circumvent the technological measures; or

(6) rent, lease, sell, sublicense, assign, or transfer your rights in the Software, or authorise any portion of the Software to be copied onto another's device. If you purchase Creative Cloud for team or Creative Cloud for education (named user), then you may designate seats pursuant to the applicable documentation.

**1.6 Territory.** If you purchase more than one Software licence, you must not install or deploy the Software outside the country where you purchased the licence unless otherwise permitted under a volume licensing programme you have entered into with us. If you live in the European Economic Area, "country" means the European Economic Area. We may terminate the licence granted herein or suspend the Creative Cloud subscription or access to the Services if we determine that you are using the Software or Services in violation of this Section.

### 1.7 Activation.

The Software may require you to take certain steps to activate your Software or validate your subscription. Failure to activate or register the Software, failure to validate the subscription, or a determination by us of fraudulent or unauthorised use of the Software may result in reduced functionality, inoperability of the Software, or a termination or suspension of the subscription.

### 1.8 Updates.

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

## 2. Specific Software Terms.

This section applies to specific Software and components. If there is any conflict between this section and other sections, then this section governs in relation to the relevant Software or components.

**2.1 Font Software.** If the Software includes font software (except for fonts available under Typekit, which is governed by its [Additional Terms](#)):

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

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

(c) As an exception to the above, the fonts listed at [http://www.adobe.com/go/restricted\\_fonts](http://www.adobe.com/go/restricted_fonts) are included with the Software only for purposes of operation of the Software user interface and not for inclusion within any output files. The listed fonts are not licensed under this Section 2.1. You may not copy, move, activate or use, or allow any font management tool to copy, move, activate or use, the listed fonts in or with any software application, program, or file other than the Software.

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

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

**2.3 Acrobat.** If the Software includes Acrobat, Document Cloud or certain features within this software, then this Section 2.3 applies.

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

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

**2.4 Adobe Runtime.** If the Software includes Adobe AIR, Adobe Flash Player, Shockwave Player, or Authorware Player (collectively "**Adobe Runtimes**"), then this Section 2.4 applies:

(a) **Adobe Runtime Restrictions.** You must not use Adobe Runtimes on any non-PC device or with any embedded or device version of any operating system. For the avoidance of doubt, and by example only, you may not use Adobe Runtimes on any (1) mobile device, set-top box, handheld, phone, game console, TV, DVD player, media centre (other than with Windows XP Media Centre Edition and its successors), electronic billboard or other digital signage, Internet appliance or other Internet-connected device, PDA, medical device, ATM, telematic device, gaming machine, home automation system, kiosk, remote control device or any other consumer electronics device; (2) operator-based mobile, cable, satellite or television system; or (3) other closed system device. Additional information on licensing Adobe Runtimes is available at <http://www.adobe.com/go/licensing>.

(b) **Adobe Runtime Distribution.** You must not distribute an Adobe Runtime except as a fully integrated portion of a developer application that is created using the Software, including the utilities provided with the Software: for example, as part of an application that is packaged to run on the Apple iOS or Android™ operating systems. Distribution of the resulting output file or developer application on a non-PC device requires you to obtain licences which may be subject to additional royalties. It is solely your responsibility to obtain licences for non-PC devices and pay applicable royalties; we grant no licence to any third-party technologies to run developer applications or output files on non-PC devices under these terms. Except as expressly provided in this Section, you may not distribute Adobe Runtimes.

**2.5 Contribute Publishing Services.** Subject to the Contribute Publishing Services software end user licence agreement accompanying the Software, you may not connect to the Contribute Publishing Services software unless you have purchased a licence to connect to the Contribute Publishing Services software for each individual who may connect to the Contribute Publishing Services software. However, trial versions of Adobe Contribute software may install and connect to the Contribute Publishing Services software in accordance with the Contribute Publishing Services software end-user licence agreement.

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

**2.7 Digital Publishing Suite ("DPS") and InDesign.** If the Software includes certain components designed to work with or access the DPS services ("**DPS Desktop Tools**"), then you must only install and use the DPS Desktop Tools to (a) create or produce the content to be displayed within a Content Viewer (as defined in the terms of use related to DPS; the content is referred to as "**Output**"); (b) evaluate and test the Output; or (c) where available, access and use DPS. Except as explicitly permitted in this Section 2.7, you must not display, distribute, modify, or publicly perform the DPS Desktop Tools.

**2.8 Adobe Media Encoder.** If you have purchased the Software through Adobe's VIP programme, you may install Adobe Media Encoder ("AME") on any number of computers solely for the purpose of encoding, decoding, or transcoding projects created by other instances of the Software licensed to you, provided that the number of installations of AME does not exceed the total number of licences you purchased for the Software. However, you may not use the foregoing installation(s) of AME to offer, use, or permit the use of AME with (1) software other than the Software, (2) as part of a hosted service, (3) on behalf of any third party, (4) on a service bureau basis, or (5) for operations that are not initiated by an individual.

### **3. Jurisdiction-Specific Terms.**

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

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

#### **3.2 European Economic Area.**

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

(b) **Decompilation.** Nothing included in these terms limits any non-waivable right to decompile the Software that you may enjoy under the law. For example, if you are located in the European Union (EU), you may have the right under applicable law to decompile the Software if it is necessary to do so in order to achieve interoperability of the Software with another software program and we have not made this information available. Under this circumstance, you must first ask us in writing to provide the information necessary to achieve this interoperability. In addition, decompilation may only be performed by you or someone who may use the Software on your behalf. We have the right to impose reasonable conditions before providing the information. You may use the information we supply or that you obtain only for the purpose described in this paragraph. You may not disclose the information to any third party or use the information in a manner that infringes our copyright or a copyright of one of our licensors.

3.3 **Australia.** If you obtained the Software in Australia, then the following provision applies, notwithstanding anything stated to the contrary in these terms:

NOTICE TO CONSUMERS IN AUSTRALIA:

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

#### 4. Notice to US Government End Users.

For US Government procurements, Software is a commercial computer software as defined in FAR 12.212 and subject to restricted rights as defined in FAR Section 52.227-19 "Commercial Computer Software License" and DFARS 227.7202, "Commercial computer software and commercial computer software documentation", as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display or disclosure of the Software by the U.S. Government must be in accordance with licence rights and restrictions described in these terms.

#### 5. Third-Party Notices.

5.1 **Third-Party Software.** The Software may contain third-party software, subject to additional terms and conditions, available at <http://www.adobe.com/go/thirdparty>.

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

#### 6. Application Platform Terms.

6.1 **Apple.** If the Software is downloaded from the Apple iTunes Store, then you acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance or support services for the Software. To the extent that the Software fails to conform to an applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Software to you; and, to the maximum extent permitted by law, Apple will have no other warranty obligation whatsoever with respect to the Software.

6.2 **Microsoft.** If the Software is downloaded from the Microsoft Store, then you acknowledge and agree that neither Microsoft, device manufacturers nor network operators have any obligation whatsoever to furnish any maintenance or support services for the Software.

Adobe Systems Incorporated: 345 Park Avenue, San Jose, California 95110-2704

Adobe Systems Software Ireland Limited: 4-6 Riverwalk, City West Business Campus, Saggart, Dublin 24

Software\_Terms-en\_GB-20170401\_2200