



Contract Number

23-175

SAP Number

Innovation and Technology Department

Department Contract Representative
Telephone Number

Christine Onyango
909-388-5943

Contractor
Contractor Representative
Telephone Number
Contract Term

Adobe, Inc
Pierluigi Oliverio
408-821-4461
Upon issuance of the Purchase
Order, for an indefinite term, until
terminated by either party.

Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

Non-financial
N/A
Non-financial
1200604048

Briefly describe the general nature of the contract: *Fonts Service Additional Terms with Adobe, Inc., including non-standard terms, to be accepted by the Purchasing Agent upon issuance of the Purchase Order, for an indefinite term, until terminated by either party, for licenses, support and maintenance of Adobe software products used for graphic design, video editing, web development applications, and editing PDF format files.*

FOR COUNTY USE ONLY

Approved as to Legal Form

► *Bonnie Uphold*
Bonnie Uphold, Supervising Deputy County
Counsel

Date

1-27-2023

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

►

Date

Adobe Fonts Service Additional Terms

Effective as of July 15, 2022. Replaces all prior versions.

These Additional Terms govern your use of the Adobe Fonts service and are incorporated by reference into the Adobe General Terms of Use ("**General Terms**") located at www.adobe.com/go/terms (these Additional Terms and the General Terms are collectively referred to as "**Terms**"). Capitalized terms not defined here have the same meaning as defined in the General Terms. References to "Service(s)" in these Additional Terms are as defined in section 1.14 (Service(s)).

1. Definitions.

- 1.1 "**Account**" means the account (including any Adobe ID and user profile) you create when you first register with the Service, including any unique keys or identifiers we provide to you or otherwise use to associate you with your account.
- 1.2 "**Adobe Subscription Plan(s)**" means the free or paid level of membership to any membership or subscription offering from Adobe, including but not limited to the Adobe Creative Cloud and Adobe Document Cloud subscription plans.
- 1.3 "**Computer**" means a virtual or physical device for storing or processing data, such as servers, desktop computers, laptops, mobile devices, Internet-connected devices, and hardware products. Where a device contains more than one virtual environment (including virtual machines and virtual processors), each virtual environment will be counted as a separate Computer.
- 1.4 "**Desktop Font(s)**" means the fonts or font families that we make available to you through the Service that you may synchronize to your Computer and use for creating Documents.
- 1.5 "**Document(s)**" means any form of electronic document, whether or not publicly distributed, that uses Desktop Fonts, whether or not embedded, including for display or by anyone viewing or editing the Document.
- 1.6 "**Documentation**" means the explanatory written materials, files, or other user documentation that accompanies the Licensed Content, is published, or made available or otherwise provided to you by us, in connection with your use of the Service.
- 1.7 "**Licensor(s)**" means the third party that licenses to us any of the Licensed Content that we make available for your use.
- 1.8 "**Licensed Content**" means the Desktop Fonts, Marketplace Fonts, Web Fonts, Web Projects, the Service, and all Updates thereto.
- 1.9 "**Licensed Fonts**" means (A) the fonts or font families that we license to you through the Service for your use pursuant to these Additional Terms; and (B) the Marketplace Fonts.
- 1.10 "**Marketplace Fonts**" means the fonts or font families purchased separately by you through the Service and licensed for your use subject to our or our Licensor's end-user license terms.
- 1.11 "**Media**" means, individually and collectively, any Document or Website.
- 1.12 "**Publisher**" means the individual or entity that owns or controls the content, other than Licensed Content, appearing on or in Media.
- 1.13 "**Reseller Platform**" means any service that allows its customers or clients to choose fonts for websites or other products that it provides on their behalf (e.g., blogging platforms, social network profiles, etc.)
- 1.14 "**Service(s)**" means the Adobe Fonts service, and all other services, features, or content made available from, in, or through the Adobe Fonts service.
- 1.15 "**Updates**" means any updates, revisions, modifications, or additions that may be made and deployed or provided by us to you at any time to upgrade, augment, or enhance the Service, to the extent not provided under separate terms. We are not liable to you in any way whatsoever for any such changes.
- 1.16 "**Website(s)**" means respectively websites, webpages, or webpage content that you design, develop, or create, that is published, and that integrates, accesses, and publicly displays Web Fonts using the Service.

1.17 **"Web Fonts"** means the font or font families that we make available to you through the Service that you may use to create Websites.

1.18 **"Web Project(s)"** means the software package created by you through the Service that comprises your preferred settings, Licensed Font choices, formats, style sheets, other software code, and any code that wraps and identifies each Licensed Font and manages and tracks use of the Licensed Fonts in connection with Websites.

2. Base Terms.

2.1 Adobe Subscription Plans. The Service includes (A) a free Adobe Subscription Plan; and (B) a fee-based (paid) Adobe Subscription Plan that allow you to access Licensed Fonts for use in your Media. Some paid Adobe Subscription Plans may also include a trial period.

2.2 Upgrading; Marketplace Fonts.

(A) If you are subscribed to a free Adobe Subscription Plan, you understand that some Licensed Fonts accessible by you may, at some point in the future, be solely offered under a paid Adobe Subscription Plan. As a result, you may be required to upgrade or change your Adobe Subscription Plan selection to continue receiving access to such Licensed Fonts.

(B) If you upgrade from a free Adobe Subscription Plan to a paid Adobe Subscription Plan, then the term of the free Adobe Subscription Plan will end when you upgrade, and the applicable fee for the new paid Adobe Subscription Plan will be charged immediately to your credit card at the time you upgrade.

(C) If you downgrade your paid Adobe Subscription Plan or cancel your paid Adobe Subscription Plan, you will automatically be assigned a free Adobe Subscription Plan. You acknowledge that doing so might result in the loss of certain features or a decrease in the usage capacity or usage limits associated with your Account. We are not liable for such loss. If your paid Adobe Subscription Plan is changed to a free Adobe Subscription Plan, you will continue to have access to the Marketplace Fonts that you purchased.

3. Your Rights and Obligations; Limitations and Restrictions on Your Use of the Licensed Content.

3.1 Use of the Licensed Fonts by You. Depending on the Adobe Subscription Plan or Marketplace Fonts you select, the Licensed Fonts available for your use may vary. Some Service features, functionality or categories of Licensed Fonts described in these Additional Terms may not be available with a free Adobe Subscription Plan. Upon registration, access, or use of any portion of the Licensed Fonts, and in accordance with the particular Adobe Subscription Plan you select (and payment of Adobe Subscription Plan fees, if applicable), we grant to you a nonexclusive, non-assignable, non-transferable, limited right and license to access and use the Licensed Fonts in and in connection with the design and development of Media according to the permissions assigned to the Licensed Fonts on the Adobe Fonts website, and only for as long as you maintain an uninterrupted Adobe Subscription Plan. The license granted in this section 3.1 (Use of the Licensed Fonts by You) is subject to the following:

(A) Desktop Publishing.

You may use Desktop Fonts to design and develop Documents and you may embed copies of the Desktop Fonts into your Document for the purpose of printing and viewing the document. The font must be subset to include only the glyphs necessary for displaying the work, and the Document must obfuscate or protect its embedded font data from deliberate or inadvertent discovery or misuse. No other embedding rights are implied or permitted under this license.

(B) Website Publishing. If your Licensed Fonts permit use for website publishing, then:

You may use the Web Fonts to design and develop your Websites and to create a Web Project for such purposes. You may reference or encode a link to the Web Project within your Website's design. No other web usage is permitted.

3.2 Use of Web Projects by the Business. If you are a Business User, you agree that Web Projects in your Business Profile will be controlled by the Business associated with that Business Profile for the purpose of transferring such Web Projects to another Business User.

3.3 Use of the Licensed Content by Publishers on Whose Behalf You Create Websites. Publishers on whose behalf you create Websites must purchase their own subscription to the Service to continue using and displaying the Licensed Content

on their own behalf upon completion of the Website(s) . You may not host the Web Fonts or Web Projects for the Publisher or resell the Service to them.

3.4 Obligations, Limitations, Restrictions, and Prohibited Uses of the Licensed Content.

(A) **Making Copies of Documentation.** You may make copies of the Documentation, but no more than the amount reasonably necessary for your internal reference in connection with your use of the Licensed Content.

(B) **Continuing Access to the Licensed Content.** On-going access to the Licensed Content may require a recurring Internet connection to use or activate the Licensed Content, or to authorize, renew, or validate your access to the Licensed Content. In some cases, the Service may provide you with capabilities that allow third parties to access the Licensed Content that you design into Media and view or edit the Media only for as long as you maintain an uninterrupted Adobe Subscription Plan (including payment of all Adobe Subscription Plan fees, if applicable).

(C) **Included Open Source Components.** Portions of the Licensed Content may use or contain open source software components and software programs. Your use of such Licensed Content will be additionally governed by the terms of any open source license specified in the copyright files or license notices accompanying the Licensed Content.

(D) **Preserve Existing Notices.** The Licensed Content may be provided to you with certain proprietary notices, including patent, copyright, and trademark notices. You must preserve exactly as provided (and not remove or alter) all such proprietary notices displayed in or on the Licensed Content.

(E) **Prohibited Uses of the Licensed Content.** Except as may be permitted pursuant to any open source license terms applicable to certain open source components that may be included in or distributed with the Licensed Content, you are expressly prohibited from:

- (1) hosting the Licensed Content on your own server or other self-hosting option or service;
- (2) including, bundling, embedding, or otherwise distributing any Licensed Content within your Media, or sublicensing your access to use any part of the Licensed Content to any other person, except as described in section 3.1 (Use of the Licensed Fonts by You) of these Additional Terms;
- (3) allowing external output of the Licensed Fonts from within your Media, or distributing any portion of the Licensed Fonts on a standalone basis or in any way that would allow another person to use the Licensed Fonts, unless you invite the person to edit or author new content within your Media;
- (4) adding any functionality to, or otherwise changing, altering, adapting, translating, converting, modifying, creating, or making or having made any derivative works of any portion of the Licensed Fonts;
- (5) disassembling, decompiling, reverse engineering, or otherwise attempting to discover the source code of a Web Project or Licensed Fonts, or defeating, bypassing, or otherwise circumventing any software protection mechanisms in a Web Project or Licensed Fonts, except to the extent applicable laws of the jurisdiction where you are located specifically prohibit such restrictions. You must first request the information from us and we may, in our discretion, either provide the information to you or impose reasonable conditions, including reasonable fees, on your use of the Licensed Fonts to ensure that our and our Licensor's Intellectual Property Rights in the Licensed Content are protected;
- (6) assigning, granting a security interest in or over, or otherwise transferring any part of your rights to use the Licensed Fonts;
- (7) attempting to copy, move, or remove Licensed Fonts from a Web Project, or from the locations or folders on your Computer where we have installed such Licensed Fonts, or otherwise attempting to access or use the Licensed Fonts other than by subscribing directly to the Service using the means we provide for such purposes;
- (8) copying or distributing the Licensed Fonts (except as expressly permitted for Licensed Fonts embedded in certain types of Media according to section 3.1(A) (Desktop Publishing) of these Additional Terms) for use in a service bureau arrangement, like with a commercial printing service provider;
- (9) sharing access to Desktop Fonts that have been synchronized to your Computer;
- (10) rendering, manufacturing, or capturing glyphs, in whole or in part, to be distributed or sold as a font or typesetting system;
- (11) hosting Web Fonts or Web Projects for your own customers or clients, or reselling the Service to them; and

(12) using any portion of the Licensed Content in a Reseller Platform without a written license from us.

(F) **Compliance with these Additional Terms.** Upon reasonable notice, we may request records relevant to your compliance with these Additional Terms, and you agree to provide such records to us within thirty (30) days of receipt of our request.

4. Other Rights and Obligations.

4.1 **Support.** Technical support is provided only to paid Adobe Subscription Plan participants. To provide technical support, we may need to communicate with you or your staff and request access to your systems or networks. If you do not provide cooperation, it may limit the scope of support we can provide to you.

4.2 Termination.

(A) You acknowledge and agree that we obtain some Licensed Content from Licensors who own or have rights to license such Licensed Content. Your right and license to use these Licensed Content and to incorporate it into Media are dependent upon the continued enforceability of any agreements between us and our Licensors. If the relevant agreements between us and our Licensors terminate, you will still be able to use the Licensed Content in your Media, unless we provide you with notice of termination. We will endeavor to provide you with notice in a reasonable amount of time prior to any such termination.

(B) We, in our sole discretion, may temporarily or permanently suspend your Account if we determine instances of abuse, excessively frequent requests to the Service, or other excessive use of the Service.

(C) Any attempt to interfere with the operation of the Licensed Content in any way may carry criminal penalties and may be subject to investigation and prosecution.

4.3 **Refunds.** There will be no refunds for cancellation, downgrade, or other changes made to your purchase of Marketplace Fonts.

4.4 Effect of Termination or Cancellation.

(A) Upon termination of your Account, whether by you, or by us due your breach of these Additional Terms, we may close your Account without further notice.

(B) Termination or cancellation of your Account may result in the immediate deactivation or deletion of your Account and the forfeiture and deletion of all content in your Account, including your entire Service configuration and website design data. Once deleted, this information cannot be recovered or retrieved.

4.5 **Privacy.** For information about Adobe Fonts privacy practices, see <https://www.adobe.com/privacy/policies/adobe-fonts.html>.