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Contract Number

02.124

SAP Number

Innovation and Technology Department

Department Contract Representative	Jennifer Mancebo
Telephone Number	909-388-5579
Contractor	Adobe, Inc
Contractor Representative	Pierluigi Oliverio
Telephone Number	40-821-4461
Contract Term	Perpetual
Original Contract Amount	Non-financial
Amendment Amount	N/A
Total Contract Amount	Non-financial
Cost Center	1200604048

Briefly describe the general nature of the contract: *Software 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, County Counsel

Date 2-2-2022

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► _____

Date _____

Software Additional Terms

Last updated July 24, 2020. Replaces all prior versions.

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

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(B) **Distribution from a Server.** If expressly permitted by Adobe, you may, to directly support your beneficial business purpose, copy an image of the Software onto a computer within your Intranet solely for the purpose of facilitating the download and installation of the Software onto computers through the use of commands, data, or instructions from a computer connected within the same Intranet. The number of license installations may not exceed the total number of the Software licenses you purchased, however. "**Intranet**" means a private, proprietary computer network accessible by you and your authorized employees and contractors. 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 organizations).

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(B) **Restrictions.** Unless permitted in the Terms, you must not:

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- (2) allow third parties to access the Software remotely;
- (3) circumvent technological measures intended to control access to the Software;
- (4) develop, distribute, or use with the Software, products that circumvent the technological measures; or
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1.5. Activation and Validation. The Software may require you to take certain steps to activate the 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 unauthorized use of the Software may result in reduced functionality, inoperability of the Software, or a termination or suspension of the subscription. For information on activation, see: <http://www.adobe.com/go/activation>.

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

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2.1. Font Software. If the Software includes font software (except for fonts available via the Adobe Fonts service, which is governed by the Adobe Fonts Service Additional Terms: <http://www.adobe.com/go/adobe-fonts-terms>, then this section 2.1 (Font Software) applies.

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(C) As an exception to the above, the fonts listed at http://www.adobe.com/go/restricted_fonts are included with the Software only for purposes of operation of the Software. The listed fonts are not licensed under these Additional Terms. You may not copy, move, activate, or use, or allow any font management tool to copy, move, activate, or use, the listed fonts in or with any software application, program, or file other than the Software.

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

2.3. Acrobat. If you are installing Software in connection with a purchase of Acrobat, Document Cloud, or certain features or services of those products, then this section 2.3 (Acrobat) applies.

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

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

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(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 way of example only, you may not use an Adobe Runtime on any (1) mobile device, set top box, handheld, phone, game console, TV, DVD player, media center, electronic billboard or other digital signage, Internet appliance or other Internet-connected device, PDA, medical device, ATM, telematic

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(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, you must not distribute an Adobe Runtime as part of an application that is packaged to run on the iOS or Android operating systems. Distribution of the resulting output file or developer application on a non-PC device requires you to obtain licenses which may be subject to additional royalties, and it is your sole responsibility to obtain such licenses for non-PC devices and pay applicable royalties; we grant no license to any third-party technologies to run developer applications or output files on non-PC devices under the Terms. Except as expressly provided in this section, you may not distribute an Adobe Runtime.

2.5. Adobe Presenter. If the Software includes Adobe Presenter and you install or use the Adobe Connect Add-in with the Software, you must install or use the Adobe Connect Add-in solely on 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 ensure that all licensees of the presentation, information, or content do not to modify, reverse engineer, or disassemble the Adobe Presenter Run-Time.

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2.7. Illustrator. You may not provide access to Illustrator via the internet, including without limitation through web hosting, streaming, or other similar services. In no event shall our suppliers and licensors be liable for any indirect, special, or consequential damages arising from your use of Illustrator, regardless of whether Adobe, its suppliers, or its licensors have been advised of the possibility of such damages.

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