

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

221-118

SAP Number

Innovation and Technology Department

Department Contract Representative
Telephone Number

Jennifer Mancebo

909-388-5579

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

Adobe, Inc

Pierluigi Oliverio

40-821-4461

Perpetual

Non-financial

N/A

Non-financial

1200604048

Briefly describe the general nature of the contract: *Developer 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

Adobe Developer Additional Terms

Last updated January 25, 2021. Replaces all prior versions (including prior versions of the Developer Terms & Conditions of Use and the Adobe Exchange Agreement) in their entirety.

These Additional Terms govern your use of Adobe SDKs, APIs, Portals, Adobe Stock Works, and other Adobe-offered developer resources for Adobe products or services and are incorporated by reference into the Adobe General Terms of Use located at <http://www.adobe.com/go/terms> (these Additional Terms and the General Terms of Use are collectively referred to as the “Terms”). Capitalized terms not defined here have the same meaning as defined in the Adobe General Terms of Use.

Your agreement to these Terms supersedes any prior agreements between you and Adobe regarding Adobe SDKs, APIs, Portals, Adobe Stock Works, and other Adobe-offered developer resources for Adobe products or services.

1. Definitions.

- 1.1. **“Adobe ID”** means the unique username and password and profile information you use to create a developer account and to sign in and access the Service.
- 1.2. **“Adobe Payment Processor”** means Adobe’s third-party payment processor which may require you to enter into a separate direct payment processor agreement and provide certain additional information.
- 1.3. **“Adobe Sign-in Buttons and Sign-in Template”** means the distinctive button graphic and separate sign-in screen interface template made available by Adobe and required for display in or on a user interface as the visual prompt to facilitate or initiate the Service log-in mechanism, as shown and described in the Branding Guidelines on the Portals.
- 1.4. **“Adobe Stock Affiliate Partner(s)”** means the third parties that participate in an affiliate, referral, or similar partner program for the promotion of Adobe Stock pursuant to a separate written agreement with Adobe.
- 1.5. **“Adobe Stock Work(s)”** means the photographs, illustrations, images, vectors, videos, 3D assets, template assets, and other pictorial or graphic work available for license via the Adobe Stock Services at stock.adobe.com [or successor URL], or that are otherwise identified as Adobe Stock assets.
- 1.6. **“Adobe Trademarks”** mean those Adobe trademarks, names, logos, icons, Badges and Creative Branding in the Branding Guidelines or provided to you on the Portals to promote the availability of your approved Developer Software.
- 1.7. **“APIs”** means the application programming interfaces, which are a set of routines, protocols, tools, and API Documentation that specify how software components interact. The APIs may be specified in header files, JAR files, the SDK Plug-In APIs as defined in the header files and demonstrated in plug-in example code and related information in object code format and/or as libraries that Adobe has included as part of the SDK to distribute unmodified with Developer Software that facilitate access to, and interoperate with, the Services and Software. This definition includes all APIs provided under these Additional Terms.
- 1.8. **“API Documentation”** means the applicable technical specification and usage information for the APIs and SDKs that are made available on adobe.io, or on third party sites which provide hosting for Adobe-approved software development version control (e.g., GitHub). “API Documentation” does not include (a) third party content posted to adobe.com or adobe.io; (b) content published in user forums hosted or moderated by Adobe; (c) content related to any future functionality; or (d) communications exchanged directly between you and Adobe.
- 1.9. **“API Key”** means the API access credential assigned to your Developer Software and linked to your Adobe ID, which is used by Adobe to associate, validate, and authenticate your API activity and Developer Software.
- 1.10. **“Asset Management Service(s)”** means solutions, deployed by Adobe Stock customers directly or via third party services, that allow users to search for and license Adobe Stock Works, as well as to organize, select, and maintain

records related to Adobe Stock Works, including systematically connecting licensed Adobe Stock Works to the customer's internal platforms (e.g., digital asset management and content management systems).

1.11. **"Badges"** means the trademarks (including logos), icons, and text identified as a badge in the Branding Guidelines or on the Portals.

1.12. **"Branding Guidelines"** means any instructions or guidelines that may be published or provided to you by Adobe in connection with your use of the Adobe Trademarks.

1.13. **"Creative Branding"** means the Badges, Adobe Sign-in Buttons and Sign-in Template, and Feature Icons as shown and described in the Branding Guidelines on the Portals.

1.14. **"Developer Software"** means any software applications, programs, add-ons, extensions, plug-ins and other technologies you develop with or using an SDK or API and that are intended to access, function or interoperate with the Services and Software, or that you develop to add features or functionality to the Services, Software or other Adobe products or services.

1.15. **"Embed"** or **"Embedded"** means that the Licensed Fonts will be integrated securely into the Developer Software for the sole purpose of enabling end users to see the Licensed Fonts display as intended in the Developer Software.

1.16. **"Feature Icons"** means the graphic icon made available by Adobe and required for display in or on a user interface to uniquely identify certain discrete Services and Software features, components or processing functions.

1.17. **"Licensed Fonts"** means the Adobe Clean, Adobe Clean UX, Adobe Clean Variable, Adobe Clean UX Variable, and Adobe Clean Han fonts that Adobe licenses to you solely to design, develop, and distribute user interfaces in the Developer Software.

1.18. **"Marketing Platform(s)"** means the products and services that integrate Adobe Stock Works into content creation tools, such as websites and ad builders, email, content marketing, and social media for the purposes of promoting or selling third party products or services.

1.19. **"Portals"** mean the Adobe developer sites located at <https://www.adobe.io>, as well as the Adobe Exchange site and producer portal located at <https://adobeexchange.com/> for Creative Cloud and Document Cloud.

1.20. **"Print-on-Demand"** means a service that provides end users with the ability to use Adobe Stock Works solely to create customized (i) printed materials intended for end users' advertising, marketing and promotional purposes; and (ii) units of tangible goods intended for sale to a single end user.

1.21. **"Prohibited Data"** means data which would allow Adobe to identify a specific natural person (rather than their device), such as their telephone number, email address, government issued identification number, name, postal address.

1.22. **"Sample Code"** means object code or source code, excluding Sample Files, that we include for you to incorporate into your Developer Software in accordance with these Terms.

1.23. **"SDK"** means Adobe software development kits and all associated materials, system files, Sample Code, tools, programs and utilities, plug-ins, Sample Files, and related documentation. This definition includes all SDKs provided under these Additional Terms, including the PhoneGap SDK.

1.24. **"Third Party Software Integration(s)"** means digital products or services that utilize the Adobe Stock SDKs or APIs for the purpose of including access to Adobe Stock Works in custom applications.

2. Developer Credentials.

2.1. **Adobe ID.** Except as otherwise expressly permitted by Adobe, you must create an Adobe ID and online developer account profile to obtain and use an SDK, API Key or Portal, or to create a plug-in or extension. You must keep your account profile up to date with current account information, including current contact information, at all times. You are responsible for all activity that occurs via your account. You must notify Adobe Customer Support

immediately if you become aware of any unauthorized use of your account. You may not (a) share your account information (except with an authorized account administrator) or (b) use another user's account. You will access an API by the means required by Adobe and as it is otherwise described in the documentation of the relevant SDK. When using APIs, you will neither mispresent or mask your identity nor that of your API client.

2.2. API Key. If the relevant API requires an API Key to access the Services and Software, you must obtain a separate API Key for each Developer Software. Until your Developer Software is approved by us for distribution, the API Key may only be used for internal development and testing of Developer Software and may not be used in connection with any Developer Software made available to third parties. Details on the approval process are in these Terms, on the Portals or otherwise communicated to you by us.

2.3. Usage Data. We may collect aggregate usage data for any Developer Software using an SDK, API or Portal. This information is associated with your Adobe ID and online developer account profile and allows us to maintain security, monitor performance, and improve quality and features.

3. Licenses.

3.1. Adobe Intellectual Property Rights. The items contained in the Services and Software (including the Adobe Stock Works) are our and our suppliers' intellectual property and are protected by law, including United States copyright, trademark, trade secret, and patent law, international treaty provisions and applicable laws of the country in which they are being used ("Adobe Intellectual Property"). You will ensure that all copies of the SDKs or APIs, or any component of the SDKs or APIs, reproduced for any reason by you, contain the same copyright notices, and other proprietary notices, as appropriate, which appear in the items as provided by us. We and our suppliers retain title and ownership of the items in the Services or Software, the media on which it is recorded and all subsequent copies, regardless of the form or media in or on which the original and other copies may exist. Adobe reserves all rights not expressly granted in these Terms.

3.2. Licenses you grant to Adobe. You grant us a worldwide, nonexclusive, fully paid up license to use, reproduce, and otherwise test your Developer Software for approval for distribution. If you submit Developer Software through a Portal (e.g., Adobe Exchange Portal) to make it available on a Service (e.g., the Adobe Exchange Service), then you grant us a worldwide, nonexclusive, royalty free, fully paid up license to publicly display, publicly perform, modify, sublicense and distribute your Developer Software to end users via the Service. You grant us a worldwide, nonexclusive, fully paid up license to use your name, logos or other marks and descriptive materials, and to publicly refer to you or your Developer Software to advertise and promote the Services and Software and your Developer Software.

3.3. Representations and warranties that you grant to Adobe. By uploading or submitting your Developer Software to the Portals, you agree that: (a) you have all necessary licenses and permissions to use all content that appears or is incorporated in your Developer Software along with all rights necessary to grant licenses to use the Developer Software, and (b) the Developer Software does not infringe the intellectual property rights of any third party.

3.4. License Adobe Grants to You.

(a) **Internal Development.** Subject to the Terms, we grant you a nonexclusive, nontransferable, revocable license to use and reproduce the SDK and API Key for the internal development and testing of your Developer Software.

(b) **Distribution.** Subject to the Terms, including the approval rights set forth in section 4, we grant you a nonexclusive, nontransferable, revocable license to use, reproduce and distribute the SDK and API Key solely in and with your approved Developer Software.

(c) **Sample Code.** You may use, modify or integrate all or portions of any Sample Code we provide with the SDK (whether or not labeled "sample code" in the folders and files included with the SDK) with your Developer Software. Subject to the approval rights in section 4, you may distribute the Sample Code and any modifications as part of your Developer Software in object code form only. You agree to retain and reproduce in full any Adobe copyright,

disclaimers, or other proprietary notices (as they appear in the Sample Code) in all copies, modifications, or integrations of the Sample Code that you are permitted to make under these Terms. Any modified or integrated portion of any Sample Code provided by us remains subject to these Terms.

3.5. Modifications. We may modify, update, or discontinue any SDK, API (including any of their portions or features), or Portal at any time without notice or liability to you or anyone else. Upon the release of any update to an SDK or API, you are required to promptly implement and use the most current version of the SDK and/or API at your sole cost and expense. Your continued access to or use of the SDK or API following an update or modification will constitute acceptance of such update or modification.

3.6. Non-Public APIs. You may not publicly show or disclose any APIs (including API Keys) that are not publicly documented at the time you are given access to them. The use of such non-public APIs may be subject to additional obligations of confidentiality.

3.7. Third-Party Terms. SDKs and APIs may contain third-party software (such as free or open source software) and may be subject to additional terms and conditions typically found in a separate license agreement; a "ReadMe" file; a "License" file; or in the "Third Party Software Notices and/or Additional Terms and Conditions" found at <http://www.adobe.com/go/thirdparty> (collectively, "Third-Party License Terms"). The Third-Party License Terms may require you to pass through notices to your end users. The Third-Party License Terms control in the event of a conflict between these Terms and such Third-Party License Terms.

3.8. Other Adobe Services. These Terms do not grant you any rights in any of Adobe's services, software or the content accessed through them.

4. Distribution of Developer Software.

4.1. Approval by Adobe. We reserve the right to restrict distribution of any Developer Software (including access to Services and Software by Developer Software) unless approved by us, in our sole discretion. As part of the approval we may review your Developer Software for compliance with the Terms, including identifying security issues that could affect Adobe or its users. We also reserve the right to require re-approval for any changes to Developer Software (including bug fixes, updates, upgrades, revisions, and new releases). Details on the approval process will be on the Portals. We may withdraw approval for any Developer Software at any time for any reason, including for failure to comply with future versions of the Adobe General Terms of Use or Additional Terms. If approval for your Developer Software is withdrawn, you must cease distribution of and cease accessing the Services or Software through it within 10 days of notice.

4.2. Distribution Channels. We reserve the right to require approved Developer Software to be distributed through the Adobe Exchange Service and to restrict distribution of approved Developer Software through any channels not approved by us.

5. Requirements and Restrictions.

5.1. No Modifications or Reverse Engineering. Except as expressly permitted in these Terms, you may not (a) modify, port, adapt or translate any portion of any SDK or (b) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or any portion of any SDK or API. If the laws of your jurisdiction give you the right to decompile an SDK to obtain information necessary to render the licensed portions of the SDK interoperable with other software, you may do so only after you first request such information from us. We may, in our discretion, either provide such information to you or impose reasonable conditions, including a reasonable fee, on such use of the source code to ensure that our and our suppliers' proprietary rights in the SDK source code are protected.

5.2. No Interference with Services or Software. Except as permitted by the APIs, you may not create Developer Software that (a) removes or otherwise obscures any Adobe "About" or "Info" screens or pages in any Services and Software, or (b) interferes with the functionality and/or appearance of any Services and Software or any component thereof.

5.3. No Localization of the Services or Software. You may not use the SDKs to develop software that would allow for the Localization of the Services or Software. "**Localization**" means a modification to the default language of the installed Services and Software, including, but not limited to, the Services or Software's user interface.

5.4. No Unbundling. The SDKs may include various applications, utilities and components, may support multiple platforms and languages or may be provided to you on multiple media or in multiple copies. Nonetheless, the SDKs are designed and provided to you as a single product to be used as a single product on computers and platforms as permitted herein. You are not required to use all component parts of an SDK, but you may not unbundle or repackage the component parts of an SDK for distribution, transfer, resale or use on different computers.

5.5. Non-Public APIs. You may not publicly show or disclose any APIs that are not publicly documented at the time you are given access to them. The use of such non-public APIs may be subject to additional obligations of confidentiality.

5.6. Malware. You will not take any action that exposes any part of the Services and Software to any malicious or harmful code, viruses, Trojan Horses, worms, time bombs, cancelbots or other malware intended to cause destruction or disruption.

5.7. Illegal Software. You may not use the Services or Software to create Developer Software which violates any law, statute, ordinance, regulation or rights (including any laws, regulations or rights respecting intellectual property, computer spyware, privacy, trade control, unfair competition, anti-discrimination or false advertising) when used in the way it is intended or marketed. This includes without limitation scraping, building databases, or otherwise creating permanent copies of content generated by Developer Software using SDKs, or keep cached copies longer than permitted by the cache header.

5.8. Trade Controls. Your Developer Software is subject to US and international laws, restrictions and regulations (collectively, "**Trade Laws**") that may govern the import, export, and use of your Developer Software. You represent and warrant that you have received all necessary permissions from the applicable governmental authorities for the import, export, and use of the Developer Software. In addition, you represent and warrant that you are not a citizen of, or located in, an embargoed nation or otherwise restricted territory (including without limitation Iran, Syria, Sudan, Cuba, Crimea and North Korea).

5.9. Open Source Software. You will not merge, integrate, or use an SDK or API, or any portion, with any software that is subject to license terms that require any Adobe Intellectual Property to be licensed to or otherwise shared with any third party (for example only, GPL license terms).

5.10. Usage Limits. We may limit your use of APIs or SDKs in our sole discretion, such as by limiting the number or type of calls accepted by or to an API if we believe that the number of calls may negatively impact the API, the Software, or the Service.

5.11. No sublicensing. You may not sublicense an API for use by a third party. You may not (a) rent, lease, lend or grant other rights in the SDK or API, including rights on a membership or subscription basis, or (b) provide use of the SDK or API in a computer service business, third party outsourcing facility or service, service bureau arrangement, network, or time-sharing basis.

5.12. Limiting Use of Service Output. You will not use Developer Software to create, train, or improve – either directly or indirectly – a similar or competing product or service.

5.13. Creating software to function similar to the API. You may not create Developer Software that does not add significant functionality or features beyond those provided by the API. You may not create any Developer Software that is competitive to or similar to Adobe technologies or products. Adobe reserves the right, in its sole and exclusive discretion to reject or remove Developer Software that is similar or competitive to Adobe technologies or products.

5.14. End User Data. If you collect, use, or process personal information through your Developer Software, you must: (a) comply with all applicable privacy laws and regulations; (b) post a privacy notice that you make easily accessible to end users in your listing on Adobe Exchange and from within your Developer Software in which notice you clearly and accurately describe your practices for collecting, using, and processing end user personal information, including

any sharing with third parties; (c) respect your end users' privacy and honor and adhere to your privacy notice commitments; and (d) immediately delete any Adobe customer's content or other information, including tokens, upon request by that customer or us, or when that customer closes his or her account with you.

5.15. Transmission of Prohibited Data. Your Developer Software must not transmit, provide, or otherwise make available to Adobe any Prohibited Data, and must not derive personal information by any linking, combination, or cross-comparison of the data you possess with other data that you acquire from third-party sources.

5.16. Privacy. The Adobe Privacy Policy (<http://www.adobe.com/go/privacy>) governs any personal information you provide to Adobe.

5.17. Non-Blocking of Adobe Development. We are currently developing or may develop technologies or products that have or may have design or functionality similar or competitive to your Developer Software. Nothing in the Terms limit our right to develop, acquire, license, maintain, or distribute technologies or products. You agree not to assert any patent owned by you covering your Developer Software against us, our subsidiaries or affiliates, or their customers, agents, or contractors for the manufacture, use, import, licensing, offer for sale, or sale of any Services or Software. You also agree that this is a non-exclusive relationship.

5.18. No Agency. Nothing in these Terms creates a fiduciary, agency, joint venture, employee/employer, partnership, or trust relationship between you and Adobe. Neither you nor Adobe may bind the other in any manner.

5.19. End User Support. You are responsible for providing support to end users of your Developer Software.

5.20. Compliance. You will require your end users to comply with applicable laws, regulations, and the Terms. You will comply with all applicable laws and regulations, and you will not use SDKs or APIs to encourage or promote illegal activity or violate third-party rights. This includes prohibiting you from:

- (a) Using the APIs for any activities where the use or failure from any API could lead to death, personal injury, or environmental damage; and,
- (b) Using the APIs to process or store any data that is subject to the International Traffic in Arms Regulations maintained by the U.S. Department of State.

6. Fees, Revenue Share and Payment Processing.

6.1. Fees Charged by Us. We reserve the right, at any time, to set prices or charge a fee to you or to end users of your Developer Software (directly or through revenue sharing) for use of our Portals, SDKs or APIs or any of their included discrete features, components or processing functions that may be integrated or enabled in, through or by your Developer Software. Applicable fees will be specified on our Portals or in these Terms or otherwise communicated to you by us.

6.2. Fees Paid by us. If we offer a fee or a revenue share for the sale of your Developer Software through a Service, then we will pay you according to the relevant section in these Terms and payment policies for the Service (for example, section 12.2 for Adobe Exchange). We may modify any payment policies from time to time and you are responsible for checking them regularly. By continuing to submit or upload Developer Software through a Service or by not removing Developer Software, you are agreeing to any new payment policies as revised from time to time. You may designate your Developer Software as free software, in which case we may distribute the Developer Software without liability or payment to you. Except as stated in the Terms, we have no payment obligations to you. If the Developer Software is offered on a trial or test basis, we are not subject to the payment obligations in these Terms.

6.3. Adobe Payment Processor. We may use Adobe Payment Processors to facilitate payment to you and sales of Developer Software through a Service. An Adobe Payment Processor may require you to enter into a separate payment processor agreement directly with them and provide additional information. If the payment for Developer Software is processed or managed by the Adobe Payment Processor, then you acknowledge and agree that Adobe has no liability whatsoever as it relates to the delay or inaccuracy of payments and you agree to resolve any dispute

related to the processing of fees directly with the Adobe Payment Processor. In addition, Adobe may share information about you with the Adobe Payment Processor, and Adobe service providers as necessary to enable your use of the Service. Adobe does not have access to or control over features that a third party may use and the information practices of third-party websites are not covered by the Adobe Privacy Policy or Terms.

6.4. Taxes and Third-Party Fees. You must pay any applicable taxes, and any applicable third-party fee (including, for example telephone toll charges, mobile carrier fees, ISP charges, data plan charges, credit card fees, foreign exchange fees). We are not responsible for these fees. If any fees are charged to us, we may take steps to collect those fees from you. You are responsible for all related collection costs and expenses.

7. Trademarks.

7.1. Trademark License. We grant you a limited, nonexclusive, nontransferable, revocable license to use the Adobe Trademarks in your Developer Software, on your website, and in printed and electronic communications solely to indicate that your approved Developer Software provides a connection to, interoperates with, is compatible with or available through the Services or Software, so long as such use complies with the Terms, including the Adobe Trademark Usage Guidelines available on the Adobe website (<https://www.adobe.com/legal/permissions/trademarks.html>), the Branding Guidelines and any other applicable brand guidelines or restrictions on the Portals. Such guidelines may be revised and updated at any time by Adobe, and you will remain in compliance with the then-current version of the guidelines at all times. The Terms do not grant you rights to use any other Adobe Trademarks.

(a) Your use of the Adobe Trademarks in accordance with these Terms does not grant you any other right, title, or interest in any Adobe Trademarks. You acknowledge Adobe's ownership of the Adobe Trademarks, recognize the value of the goodwill associated with the Adobe Trademarks, and acknowledge that such goodwill exclusively inures to the benefit of and belongs to Adobe. You agree not to use the Adobe Trademarks in any way that will disparage Adobe or the Services or Software, damage or interfere with Adobe's goodwill in the Adobe Trademarks, infringe Adobe's Intellectual Property, or make a false or misleading statement regarding your Developer Software.

(b) You agree to use the Adobe Trademarks only in connection with Developer Software that (a) complies with these Terms, (b) conforms to the quality standards set by Adobe, and (c) complies with all applicable laws for the jurisdiction in which the Developer Software is made or used. Upon request, you will notify us of all locations of your use of the Adobe Trademarks and provide us with representative samples of such use. Upon request, you will assist us in monitoring and maintaining the quality and form of use of the Adobe Trademarks. Upon notice, you must cease any use of the Adobe Trademarks that we determine, in our sole discretion, is contrary to the intent of this license grant. You are solely responsible for any costs associated with removing or modifying your use of the Adobe Trademarks.

7.2. Trademark Restrictions.

(a) You may only use the Badges to market and promote your Developer Software. You may not use the Badges on or in the UI of your Developer Software.

(b) You may only use the required Adobe Sign-in Buttons and Sign-in Template on or in the UI of your Developer Software to identify, initiate or facilitate log-in to the Services. You may not use Adobe Sign-in Buttons and Sign-in Template within or outside the UI of your Developer Software to identify discrete features, components or processing functions offered by the Services, or to market or promote your Developer Software, or in any other manner.

(c) You may only use the required Feature Icons on or in the UI of your Developer Software to identify discrete Service features, components or processing functions. You may not use Feature Icons within or outside the UI of your Developer Software as the means to initiate log-in to the Services, or to market or promote your Developer Software, or in any other manner.

(d) You may not use any Adobe Trademarks, word or logo design, or any Adobe product name, or any closely similar name or design, in whole, in part, or in any abbreviated form, in the name of your Developer Software, or product icon for your Developer Software, or register or seek to register a website domain name or trademark that contains or is confusingly similar to any of the foregoing.

8. Termination & Removal

8.1. Termination by You. You may stop using the SDKs or APIs or accessing the Services or Software through your Developer Software at any time. Such termination does not relieve you of any obligation to pay any outstanding fees. Upon termination, you will stop distributing your Developer Software, stop using the SDKs and APIs, stop accessing the Services or Software through your Developer Software, and stop advertising compatibility with any Software or Service.

8.2. Termination by Us. We may terminate these Terms or deny your requests to access the Services and Software or revoke your assigned API Keys for any reason.

8.3. Effect of Termination. Upon termination, you will stop distributing your Developer Software, stop using the SDKs and APIs, stop accessing the Services, Software, and Adobe Stock Works through your Developer Software, and stop advertising compatibility with any Software or Service.

8.4. Survival. Upon expiration or termination of these Terms, any perpetual licenses you have granted, your indemnification obligations, our warranty disclaimers or limitations of liabilities, and dispute resolution provisions stated in the Terms will survive.

9. Additional Restrictions for Adobe InDesign SDK and API

9.1. Sample Code in the InDesign SDK and API may be compiled with a unique plug-in ID. If you distribute modified or merged versions of the Sample Code, you agree to replace any unique plug-in ID included in any Sample Code with a unique plug-in ID specific to you. Instructions for requesting a unique plug-in ID may be found on our website.

9.2. The APIs contained in the InDesign Server SDK for the World Ready Composer are designed to be used for the purpose of internal development of software designed to function with Adobe InDesign Server. Internal development of software designed to function with Adobe InDesign and/or Adobe InCopy using the World Ready Composer APIs is not supported by Adobe.

9.3. If you use the InDesign SDK to develop Developer Software that renders, extends, or otherwise uses our proprietary .folio and .indd file formats (the "File Formats") for viewing on mobile devices (including, without limitation, your use of native InDesign overlay and interactive features), such use is permitted so long as the File Formats are only distributed with an Approved Content Viewer. For the purposes of this section, "Approved Content Viewer" means our Adobe branded and deployed content viewer or your commercially branded and deployed version of the Adobe content viewer. You are not permitted to use the InDesign SDK for the purpose of developing and/or distributing Developer Software that can read or convert the File Formats for the purpose of viewing on mobile devices; provided, however, that this restriction does not apply to other digital file formats such as JPG, PNG, EPS, PS, EPUB, HTML, PDF, IDML, XML, FLA, and SWF. You may develop Developer Software using the InDesign SDK to view and distribute such content by any means and on any device, so long as such development and distribution is in a manner consistent with these Terms and only when it does not include the File Formats.

10. Additional Restrictions for Adobe Stock SDK and API

10.1. Login, Search, and License Services. If your Developer Software is for Asset Management Services, Print-on-Demand, Third-Party Software Integrations, or Marketing Platforms, you may use the Adobe Stock SDKs and APIs solely to enable Adobe customers: (a) to log in to the applicable Adobe Stock customer account through your Developer Software, provided that you first must obtain express permission from the Adobe customer to access the

applicable user's account; and (b) who are logged in to Adobe Stock through your Developer Software to search and license Adobe Stock Works pursuant to the customer's agreement with Adobe.

10.2. Affiliate Partners. If your Developer Software is for Adobe Stock Affiliate Partners, you may use the Adobe Stock SDKs and APIs and Adobe Stock Works solely for the purpose of promoting Adobe Stock, subject to the Adobe Stock Affiliate Partner's separate written agreement with Adobe.

10.3. Treatment of Adobe Stock Works.

(a) If you are granted access by Adobe to Adobe Stock Works, you may use them solely for the purposes of developing and deploying Developer Software for Adobe Stock Affiliate Partners, Asset Management Services, Marketing Platforms, Print-on-Demand, and Third-Party Software Integrations. Adobe Stock Works cannot be copied, distributed, altered or displayed other than as permitted by these Stock Developer Terms. You may not allow any Adobe Stock Work to be downloaded from your Developer Software as a standalone file, unless licensed to the end user by Adobe Stock. If your Developer Software is for Asset Management Services, Marketing Platforms, Print-on-Demand, or Third-Party Software Integrations, you may allow third parties to view watermarked or thumbnail versions of the Adobe Stock Works that have not been licensed.

(b) You must ensure that the contributor's name is visible on or adjacent to each Adobe Stock Work displayed in your Developer Software in the following format: "Contributor Name / Adobe Stock".

(c) You must not take any action in connection with the Adobe Stock Work that infringes the intellectual property or other rights of any person or entity, such as the moral rights of the creator of the Adobe Stock Work and the rights of any person who, or any person whose property, appears in the Adobe Stock Work.

(d) You must not register, or apply to register, a trademark, design mark, tradename, logo or service mark that uses an Adobe Stock Work (in whole or in part), or attempt to prevent any third party from using the Adobe Stock Work.

(e) You must not use the Adobe Stock Work in a pornographic, defamatory, or otherwise unlawful manner.

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