

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



Contract Number

22-123

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: *InDesign Server Additional Terms of Use 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 _____

InDesign Server Additional Terms of Use

Last Updated January 20, 2019

These Additional Terms govern your use of InDesign Server 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"). Other Additional Terms incorporated by reference into the General Terms may also govern your use of the Services and Software. Capitalized terms not defined here have the same meaning as defined in the General Terms.

1. Additional Definitions.

1.1 "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.

1.2 "Development License" means a license that is restricted to non-production use for testing or staging and is for use with automated publishing solutions made accessible to customers or users via the internet or corporate wide within an Intranet.

1.3 "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)

1.4 "Limited License" means an internal facing, automated or semi-automated publishing solution for use within a company network.

1.5 "On-premise Software" means the Adobe software that is deployed by or on behalf of you on hardware designated by you.

1.6 "Premium License" means for use with automated publishing solutions made accessible to customers or users other than your employees via the internet in addition to rights to use corporate wide within an Intranet.

1.7 "User" means an individual (either an employee or temporary worker of yours) who may use or access the Services and Software.

2. **Limited License.** If you have obtained a Limited License for the On-premise Software then you may install and use the On-premise Software only for the purpose of (a) permitting Users connected to your Intranet to download the On-premise Software for installation or (b) permitting Users to use the On-premise Software through the use of commands, data, or instructions from a Computer connected to the your Intranet, provided that the total number (not the concurrent number) of Users that use the On-premise Software does not exceed the number of Users licensed under this Agreement.

3. **Premium License.** If you have obtained a Premium License for the On-premise Software, then you may install and use the On-premise Software within your Intranet on up to the permitted number of Computers. You may permit external users to access the On-premise Software via an external network provided that:

3.1 The On-premise Software is only an interface to, or an extended service to be used to directly support your beneficial business purpose;

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

3.3 Any download of the On-premise Software, in whole or in part, is prohibited.

4. **Development License.** If you have obtained a valid license for Development Software, then you may use the On-premise Software on the licensed platforms only in your technical environment for staging and testing purposes.

5. **Embedded Use.** You may embed or distribute, as applicable, any software made available to you 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.

6. **Font Software.** Any commercial printer or service bureau that you use to process your file must have a valid license to use the font software included with the On-premise Software. You may use fonts only in Connection with the On-premise Software and not with any other Services or Software.