

ADOBE
Software License Agreement

NOTICE TO USER: PLEASE READ THIS AGREEMENT CAREFULLY. BY COPYING, INSTALLING, OR USING ALL OR ANY PORTION OF THE SOFTWARE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING, IN PARTICULAR THE PROVISIONS ON: TRANSFERABILITY IN SECTION 4; WARRANTY IN SECTIONS 6 AND 7; LIABILITY IN SECTION 8; CONNECTIVITY AND PRIVACY IN SECTION 14; AND SPECIFIC PROVISIONS AND EXCEPTIONS IN SECTION 16. YOU AGREE THAT THIS AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. THIS AGREEMENT IS ENFORCEABLE AGAINST YOU AND ANY LEGAL ENTITY THAT OBTAINED THE SOFTWARE AND ON WHOSE BEHALF IT IS USED: FOR EXAMPLE, IF APPLICABLE, YOUR EMPLOYER. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE THE SOFTWARE. VISIT <http://www.adobe.com/go/support> FOR INFORMATION ABOUT RETURNING THE SOFTWARE AND OBTAINING A REFUND.

YOU MAY HAVE ANOTHER WRITTEN AGREEMENT DIRECTLY WITH ADOBE (E.G., A VOLUME LICENSE AGREEMENT) THAT SUPPLEMENTS OR SUPERSEDES ALL OR PORTIONS OF THIS AGREEMENT.

ADOBE AND ITS SUPPLIERS OWN ALL INTELLECTUAL PROPERTY IN THE SOFTWARE. THE SOFTWARE IS LICENSED, NOT SOLD. ADOBE PERMITS YOU TO COPY, DOWNLOAD, INSTALL, USE, OR OTHERWISE BENEFIT FROM THE FUNCTIONALITY OR INTELLECTUAL PROPERTY OF THE SOFTWARE ONLY IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. USE OF SOME ADOBE AND SOME NON-ADOBE MATERIALS AND SERVICES INCLUDED IN OR ACCESSED THROUGH THE SOFTWARE MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS TYPICALLY FOUND IN A SEPARATE LICENSE AGREEMENT, TERMS OF USE OR "READ ME" FILE LOCATED WITHIN OR NEAR SUCH MATERIALS AND SERVICES OR AT <http://www.adobe.com/go/thirdparty>. YOU MAY FIND REQUIRED NOTICES ABOUT NON-ADOBE MATERIALS AT THAT SITE.

THE SOFTWARE MAY CAUSE YOUR COMPUTER TO AUTOMATICALLY CONNECT TO THE INTERNET. SEE SECTIONS 14 AND 16 FOR ADDITIONAL INFORMATION.

THE SOFTWARE MAY INCLUDE PRODUCT ACTIVATION AND OTHER TECHNOLOGY DESIGNED TO PREVENT UNAUTHORIZED USE AND COPYING. THIS TECHNOLOGY MAY CAUSE YOUR COMPUTER TO AUTOMATICALLY CONNECT TO THE INTERNET AS DESCRIBED IN SECTION 14. ADDITIONALLY, ONCE CONNECTED, THE SOFTWARE MAY TRANSMIT YOUR SERIAL NUMBER TO ADOBE AND MAY PREVENT USES OF THE SOFTWARE THAT ARE NOT PERMITTED. VISIT <http://www.adobe.com/go/activation> FOR ADDITIONAL INFORMATION ABOUT PRODUCT ACTIVATION.

1. Definitions.

"Adobe" means Adobe Systems Incorporated, a Delaware corporation, 345 Park Avenue, San Jose, California 95110 if this agreement is entered into while you are in the United States, Canada or Mexico; otherwise, it means Adobe Systems Software Ireland Limited, 4-6 Riverwalk, Citywest Business Campus, Dublin 24, Ireland.

"Adobe Runtime(s)" means Adobe AIR, Adobe Flash Player, Shockwave Player, or Authorware Player.

"Computer" means a virtual or physical computer device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.

“Internal Network” means a private, proprietary network resource accessible only by employees and individual contractors (i.e., temporary employees) of a specific corporation or similar business entity. Internal Network does not include portions of the Internet or any other network community open to the public, such as membership or subscription driven groups, associations, and similar organizations.

“Output File” means an output file you create with the Software.

“Permitted Number” means one (1) unless otherwise indicated under a valid license (e.g., volume license) granted by Adobe.

“Software” means (a) all of the information with which this agreement is provided, including but not limited to: (i) all software files and other computer information; (ii) sample and stock photographs, images, sounds, clip art and other artistic works bundled with Adobe software and not obtained from Adobe through a separate service (unless otherwise noted within that service) or from another party through a separate service (“Content Files”); (iii) related explanatory written materials and files (“Documentation”); and (iv) fonts; and (b) any modified versions and copies of, and upgrades, updates and additions to, such information, provided to you by Adobe at any time, to the extent not provided under separate terms (collectively, “Updates”).

2. Software License.

If you obtained the Software and any required serial number(s) from Adobe or one of its authorized licensees and as long as you comply with the terms of this agreement, Adobe grants you a non-exclusive license to install and use the Software in a manner consistent with its design and Documentation and as further set forth below. See Section 16 for specific provisions related to the use of certain products and components, for example font software, Acrobat, After Effects, Adobe Presenter, Contribute, Adobe Device Central, Flash Player, Flash Builder, and Adobe Runtimes.

2.1 Limited Use. The Software, or portions of the Software, may allow installation and use without a serial number. If so, you may install but not use such non-serialized Software on any number of Computers as part of an organizational deployment plan. Further, you may install and use such non-serialized Software on any number of Computers for demonstration, evaluation and training purposes only and only if any Output Files or other materials produced through such use are used only for internal, non-commercial *and* non-production purposes. You may not use such non-serialized Software after any applicable time-out period has ended, unless you input a valid serial number under Section 2.2. ACCESS TO AND USE OF ANY OUTPUT FILES CREATED WITH SUCH NON-SERIALIZED SOFTWARE IS ENTIRELY AT YOUR OWN RISK.

2.2 General Use. You may install and use one copy of the Software only on the Permitted Number of your compatible Computers into which you enter a valid serial number.

2.3 Distribution from Server. You may copy an image of the Software onto Computer file server(s) within your Internal Network for the purpose of downloading and installing the Software onto Computers within the same Internal Network for use as permitted by Section 2.1 and 2.2.

2.4 Server Use. You may install the Software on Computer file server(s) within your Internal Network only for use of the Software initiated by an individual from a Computer within the same Internal Network only as permitted by Section 2.2. The total number of users (not the concurrent number of users) able to use the Software on such Computer file server(s) may not exceed the Permitted Number.

By way of example, the foregoing does not permit you to install or access (either directly or through commands, data or instructions) the Software: (a) from or to a Computer not part of your Internal Network, (b) for enabling Web hosted workgroups or services available to the public, (c) by any individual or entity to use, download, copy or otherwise benefit from the functionality of the Software unless licensed to do so by Adobe, (d) as a component of a system, workflow or service accessible by more than the Permitted Number of users, or (e) for operations not initiated by an individual user (e.g., automated server processing).

2.5 Portable or Home Computer Use. Subject to the important restrictions set forth in Section 2.6, the primary user of the Computer on which the Software is installed under Section 2.2 (“Primary User”) may install a second copy of the Software for his or her exclusive use on either a portable Computer or a Computer located at his or her home, provided that the Software on the portable or home Computer is not used at the same time as the Software on the primary Computer.

2.6 Restrictions on Secondary Use by Volume Licensees. If the Software was obtained under an Adobe volume license program (currently known as Adobe Open Options) by any licensee other than an educational volume licensee, the second copy of the Software made under Section 2.5 must be used solely for the benefit and business of that volume licensee. For more information about secondary use by volume licensees, please visit our Web Site at http://www.adobe.com/go/open_options.

2.7 Backup Copy. You may make a reasonable number of backup copies of the Software, provided your backup copies are not installed or used for other than archival purposes.

2.8 Content Files. Unless stated otherwise in the “Read-Me” files or other license(s) associated with the Content Files, which may include specific rights and restrictions with respect to such materials, you may use, display, modify, reproduce and distribute any of the Content Files. However, you may not distribute the Content Files on a stand-alone basis (i.e., in circumstances in which the Content Files constitute the primary value of the product being distributed), and you may not claim any trademark rights in the Content Files or derivative works thereof.

2.9 Sample Application Code. You may modify the source code form of those portions of the Software programs that are identified as sample code, sample application code, or sample components (each, “Sample Application Code”) in the accompanying Documentation solely for the purposes of designing, developing and testing Web Sites and applications developed using Adobe software programs; provided, however, you are permitted to copy and distribute the Sample Application Code (modified or unmodified) only if all of the following conditions are met: (a) you distribute only the compiled object Sample Application Code with your application; (b) you do not include the Sample Application Code in any product or application designed for Web Site development; and (c) you do not use the Adobe name, logos or other Adobe trademarks to market your application. You agree to indemnify, hold harmless and defend Adobe from and against any loss, damage, claims or lawsuits, including attorney’s fees, that arise or result from the use or distribution of your application.

2.10 Programming Languages. The Software may include portions of the ExtendScript SDK and Pixel Bender SDK. Subject to the restrictions contained in this Section 2, Adobe grants to you a nonexclusive, nontransferable, royalty-free license to use the items in the ExtendScript SDK and Pixel Bender SDK only for the purpose of internal development of application programs designed to function with Adobe products. Except as expressly provided in this Section 2.10, no portions of the ExtendScript SDK or the Pixel Bender may be modified or distributed. You agree to indemnify, hold harmless and defend Adobe from and against any loss, damage, claims or lawsuits, including attorney’s fees, that arise or result from such distribution.

2.11 Dual Boot Platform. The Software is licensed for use on a specific operating system platform. You must purchase a separate license for use of the Software on each operating system platform. By way of example, if you desire to install the Software on both the Mac OS and Windows operating system platforms on a device that runs both of those platforms (i.e., a dual boot machine), then you must first obtain two separate licenses for the Software. This is true even if two versions of the Software, each designed for a different operating system platform, are delivered to you on the same media.

2.12 Documentation. You may make copies of the Documentation for your own internal use in connection with use of the Software in accordance with this agreement but no more than the amount reasonably necessary. Any permitted copy of the Documentation that you make must contain the same copyright and other proprietary notices that appear on or in the Documentation.

3. Intellectual Property Ownership.

The Software and any authorized copies that you make are the intellectual property of and are owned by Adobe Systems Incorporated and its suppliers. The structure, organization, and source code of the Software

are the valuable trade secrets and confidential information of Adobe Systems Incorporated and its suppliers. The Software is protected by law, including but not limited to the copyright laws of the United States and other countries, and by international treaty provisions. Except as expressly stated herein, this agreement does not grant you any intellectual property rights in the Software and all rights not expressly granted are reserved by Adobe and its suppliers.

4. Restrictions and Requirements.

4.1 Notices. Any permitted copy of the Software that you make must contain the same copyright and other proprietary notices that appear on or in the Software.

4.2 Use Obligations. You agree that you will not use the Software other than as permitted by this agreement and that you will not use the Software in a manner inconsistent with its design or Documentation.

4.3 No Modifications. Except as expressly permitted in Sections 2.8, 2.9 or 16, you may not modify, port, adapt, or translate the Software.

4.4 No Reverse Engineering. You will not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Software. If you are located in the European Union, please refer to Section 16.1.

4.5 No Unbundling. The Software may include various applications, utilities, and components, may support multiple platforms and languages, and may be provided to you on multiple media or in multiple copies. Nonetheless, the Software is designed and provided to you as a single product to be used as a single product on Computers as permitted by Sections 2 and 16. You are not required to install all component parts of the Software, but you may not unbundle the component parts of the Software for use on different Computers. You may not unbundle or repackage the Software for distribution, transfer or resale. See Section 16 for specific exceptions to this Section 4.5.

4.6 No Transfer. YOU WILL NOT RENT, LEASE, SELL, SUBLICENSE, ASSIGN OR TRANSFER YOUR RIGHTS IN THE SOFTWARE, OR AUTHORIZE ANY PORTION OF THE SOFTWARE TO BE COPIED ONTO ANOTHER INDIVIDUAL OR LEGAL ENTITY'S COMPUTER EXCEPT AS MAY BE EXPRESSLY PERMITTED HEREIN. You may, however, permanently transfer all your rights to use the Software to another individual or legal entity provided that: (a) you also transfer (i) this agreement, (ii) the serial number(s), the Software affixed to media provided by Adobe or its authorized distributor, and all other software or hardware bundled, packaged or pre-installed with the Software, including all copies, upgrades, updates, and prior versions, and (iii) all copies of font software converted into other formats to such individual or entity; (b) you retain no upgrades, updates or copies, including backups and copies stored on a Computer; and (c) the receiving party accepts the terms and conditions of this agreement and any other terms and conditions under which you purchased a valid license to the Software.

NOTWITHSTANDING THE FOREGOING, YOU MAY NOT TRANSFER EDUCATION, PRE-RELEASE, OR NOT FOR RESALE COPIES OF THE SOFTWARE OR SOFTWARE OBTAINED UNDER AN ADOBE VOLUME LICENSE PROGRAM EXCEPT AS MAY BE EXPRESSLY PERMITTED BY ADOBE WITHIN THE TERMS OF A VOLUME LICENSE PROGRAM. Information about obtaining the right to transfer volume licensed software may be found at http://www.adobe.com/go/openoption_policies. Prior to a transfer, Adobe may require that you and the receiving party confirm in writing your compliance with this agreement, provide Adobe with information about yourselves, and register as end-users of the Software. Allow 4-6 weeks to transfer. Please visit <http://www.adobe.com/go/support> or contact Adobe's Customer Support Department for more information.

4.7 No Service Bureau. You will not use or offer the Software on a service bureau basis.

4.8 Adobe Runtime Restrictions. You will 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 (a) mobile device, set top box (STB), handheld, phone, Web pad, tablet and Tablet PC (other than with Windows XP Tablet PC Edition and its successors), game console, TV, DVD player, media center (other than with Windows XP Media Center 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, (b) operator-based mobile, cable, satellite, or television system, or (c) other closed system device. For information on licensing Adobe Runtimes for use on such systems please visit <http://www.adobe.com/go/licensing>.

5. Updates.

If the Software is an upgrade or update to a previous version of Adobe software, you must possess a valid license to such previous version in order to use such upgrade or update. After you install such update or upgrade, you may continue to use any such previous version in accordance with its end-user license agreement only if (a) the upgrade or update and all previous versions are installed on the same Computer, (b) the previous versions or copies thereof are not transferred to another party or device unless all copies of the update or upgrade are also transferred to such party or device, and (c) you acknowledge that any obligation Adobe may have to support the previous version(s) may end upon the availability of the upgrade or update. No other use of the previous version(s) is permitted after installation of an update or upgrade. Upgrades and updates may be licensed to you by Adobe with additional or different terms.

6. Limited Warranty.

Adobe warrants to the individual or entity that first purchases a license for the Software for use pursuant to the terms of this agreement that the Software will perform substantially in accordance with the Documentation for the ninety (90) day period following receipt of the Software when used on the recommended operating system and hardware configuration. Non-substantial variation of performance from the Documentation does not establish a warranty right. This limited warranty does not apply to the following, which are made available AS-IS and without warranty from Adobe: patches, font software converted into other formats; pre-release (beta), trial, starter, evaluation, product sampler, and not for resale (NFR) copies of the Software; Web Sites, Adobe Online Services; Third Party Online Services; Certified Document Services (see Section 16); and any software made available by Adobe for free via Web download from an Adobe Web Site. All warranty claims must be made, along with proof of purchase, to the Adobe Customer Support Department within such ninety (90) day period. Visit the Adobe Customer Support pages at <http://www.adobe.com/go/support> for more information about warranty claims. If the Software does not perform substantially in accordance with the Documentation, the entire liability of Adobe and its affiliates and your exclusive remedy will be limited to either, at Adobe's option, replacement of the Software or refund of the license fee you paid for the Software. THE LIMITED WARRANTY SET FORTH IN THIS SECTION GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE ADDITIONAL RIGHTS UNDER LAW WHICH VARY FROM JURISDICTION TO JURISDICTION. ADOBE DOES NOT SEEK TO LIMIT YOUR WARRANTY RIGHTS TO ANY EXTENT NOT PERMITTED BY LAW. Please see Section 16 for jurisdiction-specific provisions or contact the Adobe Customer Support Department.

7. Disclaimer.

THE LIMITED WARRANTY IN SECTION 6 IS THE ONLY WARRANTY OFFERED BY ADOBE, ITS AFFILIATES, AND SUPPLIERS AND IT STATES THE SOLE AND EXCLUSIVE REMEDIES FOR ADOBE'S, ITS AFFILIATES', OR SUPPLIERS' BREACH OF THAT OFFERED WARRANTY. THE LIMITED WARRANTY IN SECTION 6 AND ANY STATUTORY WARRANTY AND REMEDY THAT CANNOT BE EXCLUDED OR LIMITED UNDER LAW ARE THE ONLY WARRANTIES APPLICABLE TO THE SOFTWARE. OTHER THAN THOSE OFFERED AND STATUTORY WARRANTIES AND REMEDIES, ADOBE, ITS AFFILIATES, SUPPLIERS, AND CERTIFICATE AUTHORITIES (DEFINED BELOW) DISCLAIM ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND TERMS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE, OR OTHERWISE AS TO ANY MATTER, INCLUDING BUT NOT LIMITED TO PERFORMANCE, SECURITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, INTEGRATION, MERCHANTABILITY, QUIET ENJOYMENT, SATISFACTORY QUALITY, AND FITNESS FOR ANY PARTICULAR PURPOSE. OTHER THAN SUCH OFFERED AND STATUTORY

WARRANTIES AND REMEDIES, ADOBE AND ITS AFFILIATES AND SUPPLIERS PROVIDE THE SOFTWARE AND ACCESS TO ANY WEB SITES, ADOBE OR THIRD PARTY ONLINE SERVICES AND CERTIFICATE AUTHORITY SERVICES AS-IS AND WITH ALL FAULTS. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS. YOU MAY HAVE ADDITIONAL WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED. ADOBE DOES NOT SEEK TO LIMIT YOUR WARRANTY RIGHTS TO ANY EXTENT NOT PERMITTED BY LAW. The provisions of Sections 7 and Section 8 will survive the termination of this agreement, howsoever caused, but this will not imply or create any continued right to use the Software after termination of this agreement.

8. Limitation of Liability.

EXCEPT FOR THE EXCLUSIVE REMEDY OFFERED BY ADOBE ABOVE AND ANY REMEDIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER LAW, ADOBE, ITS AFFILIATES, SUPPLIERS, AND CERTIFICATE AUTHORITIES WILL NOT BE LIABLE TO YOU FOR ANY LOSS, DAMAGES, CLAIMS, OR COSTS WHATSOEVER INCLUDING ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, ANY LOST PROFITS OR LOST SAVINGS, ANY DAMAGES RESULTING FROM BUSINESS INTERRUPTION, PERSONAL INJURY OR FAILURE TO MEET ANY DUTY OF CARE, OR CLAIMS BY A THIRD PARTY, EVEN IF AN ADOBE REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS. IN ANY EVENT, ADOBE'S AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES, SUPPLIERS, AND CERTIFICATE AUTHORITIES UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE, IF ANY. THIS LIMITATION WILL APPLY EVEN IN THE EVENT OF A FUNDAMENTAL OR MATERIAL BREACH OR A BREACH OF THE FUNDAMENTAL OR MATERIAL TERMS OF THIS AGREEMENT. Nothing contained in this agreement limits Adobe's liability to you in the event of death or personal injury resulting from Adobe's negligence or for the tort of deceit (fraud). Adobe is acting on behalf of its affiliates, suppliers, and Certificate Authorities for the purpose of disclaiming, excluding, and limiting obligations, warranties, and liability, but in no other respects and for no other purpose. For further information, contact the Adobe Customer Support Department.

THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. THIS LIMITATION OF LIABILITY MAY NOT BE VALID IN SOME JURISDICTIONS. YOU MAY HAVE RIGHTS THAT CANNOT BE WAIVED UNDER CONSUMER PROTECTION AND OTHER LAWS. ADOBE DOES NOT SEEK TO LIMIT YOUR WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW. SEE SECTION 16 FOR JURISDICTION-SPECIFIC STATEMENTS.

9. Export Rules.

You agree that the Software will not be shipped, transferred or exported into any country, or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions, or regulations (collectively the "Export Laws"). In addition, if the Software is identified as an export controlled item under the Export Laws, you represent and warrant that you are not a citizen of, or located within, an embargoed or otherwise restricted nation (including without limitation Iran, Syria, Sudan, Cuba, and North Korea) and that you are not otherwise prohibited under the Export Laws from receiving the Software. All rights to use the Software are granted on condition that such rights are forfeited if you fail to comply with the terms of this agreement.

10. Governing Law.

If you are a consumer who uses the Software for only personal non-business purposes, then this agreement will be governed by the laws of the jurisdiction in which you purchased the license to use the Software. If you are not such a consumer, this agreement will be governed by and construed in accordance with the substantive laws in force in: (a) the State of California, if a license to the Software is obtained when you are

in the United States, Canada, or Mexico; or (b) Japan, if a license to the Software is obtained when you are in Japan, China, Korea, or other Southeast Asian country where all official languages are written in either an ideographic script (e.g., Hanzi, Kanji, or Hanja), and/or other script based upon or similar in structure to an ideographic script, such as hangul or kana; or (c) England, if a license to the Software is obtained when you are in any jurisdiction not described above. The respective courts of Santa Clara County, California when California law applies, Tokyo District Court in Japan, when Japanese law applies, and the competent courts of London, England, when the law of England applies, shall each have non-exclusive jurisdiction over all disputes relating to this agreement. This agreement will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

11. General Provisions.

If any part of this agreement is found void and unenforceable, it will not affect the validity of the balance of this agreement, which will remain valid and enforceable according to its terms. This agreement may only be modified in writing, signed by an authorized officer of Adobe. This is the entire agreement between Adobe and you relating to the Software and it supersedes any prior representations, discussions, undertakings, communications, or advertising relating to the Software.

12. Notice to U.S. Government End Users.

For U.S. Government End Users, Adobe agrees to comply with all applicable equal opportunity laws including, if appropriate, the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 USC 4212), and Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 CFR Parts 60-1 through 60-60, 60-250, and 60-741. The affirmative action clause and regulations contained in the preceding sentence will be incorporated by reference in this agreement.

13. Compliance with Licenses.

If you are a business, company, or organization, you agree that, no more than once every 12 months, Adobe or its authorized representative shall, upon 10 days' prior notice to you, have the right to inspect your records, systems, and facilities to verify that your use of any and all Adobe software is in conformity with your valid licenses from Adobe. For example, Adobe has the right to those of your records useful to determine whether installations of the Software have, or have not, been serialized, and you shall provide such records to Adobe promptly upon request by Adobe. You may find information about counting Software serializations at http://www.adobe.com/go/volume_resources. If a verification discloses that your use is not in conformity with a valid license, you shall immediately obtain valid licenses to bring your use into conformity.

14. Internet Connectivity and Privacy.

14.1 Automatic Connections to the Internet. The Software may cause your Computer, without additional notice, automatically to connect to the Internet and to communicate with an Adobe Web Site for purposes that may include providing you with additional information, features and functionality. Unless otherwise specified in Sections 14.2 through 14.6, the following provisions apply to all automatic Internet connections by the Software:

14.1.1 When the Software automatically connects to the Internet, an Internet protocol address ("IP Address") that is associated with your current Internet connection is sent to an Adobe Web Site;

14.1.2 When the Software automatically connects to the Internet, no personally identifiable information is sent except to the extent that IP Addresses may be considered personally identifiable in some jurisdictions; and

14.1.3 Whenever the Software makes an Internet connection and communicates with an Adobe Web Site, whether automatically or due to explicit user request, the Adobe Privacy Policy (<http://www.adobe.com/go/privacy>) shall apply. Additionally, unless you are provided with separate terms of use at that time, the Adobe.com Terms of Use (<http://www.adobe.com/go/terms>) shall apply. Please note that the Adobe Privacy Policy allows tracking of Web Site visits and it addresses in detail the topic of tracking and use of cookies, Web beacons, and similar devices.

14.2 Updating. The Software may cause your Computer, without additional notice, automatically to connect to the Internet (intermittently or on a regular basis) to check for Updates that are available for download to and installation on your Computer and to let Adobe know the results of installation attempts. Please consult the Documentation for information about changing update settings.

14.3 Activation. The Software may cause your Computer, without additional notice, and on an intermittent or regular basis, automatically to connect to the Internet in order to validate that the Software is being operated in accordance with this agreement (a process referred to as “Activation”). In some cases, Software that fails to activate may offer only limited functionality or may not operate at all. Please visit <http://www.adobe.com/go/activation> for more details.

14.4 Use of Adobe Online Services. The Software may cause your Computer, without additional notice, and on an intermittent or regular basis, automatically to connect to the Internet to facilitate your access to content and services that are provided to you by Adobe as further described in Section 16.5. In addition, the Software may, without additional notice, automatically connect to the Internet to update downloadable materials from these services so as to provide immediate availability of these services even when you are offline. Please consult the Documentation for information about changing update settings.

14.5 Digital Certificates. The Software uses digital certificates to help you identify downloaded files (e.g., applications and content) and the publishers of those files. For example, Adobe AIR uses digital certificates to help you identify the publisher of Adobe AIR applications and the Adobe Acrobat family of products uses digital certificates to sign and validate signatures within PDF documents and to validate certified PDF documents. Your Computer may connect to the Internet at the time of validation of a digital certificate.

14.6 Settings Manager. The Software may include Flash Player. Flash Player may cause certain user settings to be stored on your Computer as a local shared object. These settings are not associated with you, but allow you to configure certain settings within the Flash Player. You can find more information on local shared objects at http://www.adobe.com/go/flashplayer_security and more information on the Settings Manager at <http://www.adobe.com/go/settingsmanager>.

15. Peer to Peer Communications.

The Software may use your connection to a local area network, without additional notice, automatically to connect to other Adobe software and, in doing so, may indicate on the local area network that it is available for communication with other Adobe software. These connections may transmit the IP Address of your connection to the local network but no personally identifiable information is ever transmitted or received through such network connections (except to the extent that IP addresses may be considered personally identifiable in some jurisdictions). Please consult the Documentation for information about changing default settings.

16. Specific Provisions and Exceptions.

This section sets forth specific provisions related to certain products and components of the Software as well as limited exceptions to the above terms and conditions. To the extent that any provision in this section is in conflict with any other term or condition in this agreement, this section will supersede such other term or condition.

16.1 No Prejudice, European Union Provisions.

16.1.1 This agreement will not prejudice the statutory rights of any party, including those dealing as consumers. For example, 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.

16.1.2 If you obtained the Software in the European Union (EU), you usually reside in the EU and you are a consumer (that is you use the Software for personal, non-business related purposes), then Section 6 does not apply to your purchase and use of the Software. Instead, Adobe warrants for a period of 2 years from purchase that the Software provides the functionalities set forth in the Documentation (the “agreed upon functionalities”) when used on the recommended hardware configuration. Non-substantial variation from the agreed upon functionalities will not establish any warranty rights. **THIS WARRANTY DOES NOT APPLY TO SOFTWARE THAT YOU USE ON A PRE-RELEASE, TRYOUT, STARTER, OR PRODUCT SAMPLER BASIS, OR TO FONT SOFTWARE CONVERTED INTO OTHER FORMATS, OR TO THE EXTENT THE SOFTWARE FAILS TO PERFORM BECAUSE IT HAS BEEN ALTERED BY YOU.** To make a warranty claim, you must notify the Adobe Customer Support Department during this 2 year period, providing details of proof of purchase of the Software. Adobe will verify with you whether there is a defect in the Software or advise you that the error arises because you have not installed the Software correctly (in which case, Adobe shall assist you). If there is a defect in the Software, you may request from Adobe either a refund or a repaired or replacement copy of the Software. Requests must be accompanied by proof of purchase. In the event your warranty details are substantiated, Adobe will meet your request for repaired or replacement Software, unless it is not reasonable for Adobe to do so, in which case Adobe will provide you with a refund. For warranty assistance, please contact the Adobe Customer Support Department.

Please note that the provisions of Section 8 (Limitation of Liability) will continue to apply to any damages claims you make in respect of your use of the Software. Nonetheless, Adobe shall be liable for direct losses that are reasonably foreseeable in the event of a breach by Adobe of this agreement. You are advised to take all reasonable measures to avoid and reduce damages, in particular by making back-up copies of the Software and your computer data.

This agreement, and in particular, this Section 16.1.2, is intended to describe your rights (including your statutory rights) in the event there should be problems with your use of the Software. If your statutory rights are greater than this description, your statutory rights shall apply.

16.1.3 Nothing included in this agreement (including Section 4.4) shall limit any non-waivable right to decompile the Software that you may enjoy under applicable law. For example, if you are located in the European Union (EU), you may have the right upon certain conditions specified in the 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 you have first asked Adobe in writing to provide the information necessary to achieve such operability and Adobe has not made such information available. In addition, such decompilation may only be performed by you or someone else entitled to use a copy of the Software on your behalf. Adobe has the right to impose reasonable conditions before providing such information. Any information supplied by Adobe or obtained by you, as permitted hereunder, may only be used by you for the purpose described herein and may not be disclosed to any third party or used to create any software that is substantially similar to the expression of the Software or used for any other act that infringes the copyright of Adobe or its licensors.

16.2 Pre-release Software Additional Terms. If the Software is pre-commercial release or beta software (“Pre-release Software”), then this section applies. The Pre-release Software is a pre-release version, does not represent final product from Adobe, and may contain bugs, errors and other problems that could cause system or other failures and data loss. Adobe may never commercially release the Pre-release Software. If you received the Pre-release Software pursuant to a separate written agreement, such as the Adobe Systems Incorporated License Agreement for PreRelease Software, your use of the Software is also governed by such agreement. You will return or destroy all copies of Pre-release Software upon request by Adobe or upon Adobe’s commercial release of such Software. **YOUR USE OF PRE-RELEASE SOFTWARE IS AT YOUR OWN RISK. SEE SECTIONS 7 AND 8 FOR WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS WHICH GOVERN PRE-RELEASE SOFTWARE.**

16.3 Educational Software Product. If the Software is Educational Software Product (Software manufactured and distributed for use by only Educational End Users), you are not entitled to use the Software unless you qualify in your jurisdiction as an Educational End User. Please visit http://www.adobe.com/go/edu_purchasing to learn if you qualify. To find an Adobe Authorized Academic Reseller in your area, please visit <http://www.adobe.com/go/store>.

16.4 Font Software. If the Software includes font software:

16.4.1 You may use the font software with the Software on Computers as described in Section 2 and output the font software to any output device(s) connected to such Computer(s).

16.4.2 If the Permitted Number of Computers is five or fewer, you may download the font software to the memory (hard disk or RAM) of one output device connected to at least one of such Computers for the purpose of having the font software remain resident in such output device, and of one more such output device for every multiple of five represented by the Permitted Number of Computers.

16.4.3 You may take a copy of the font(s) you have used for a particular file to a commercial printer or other service bureau, and such service bureau may use the font(s) to process your file, provided such service bureau has a valid license to use that particular font software.

16.4.4 You may convert the font software into another format and install it for use in other environments, subject to the following conditions: A Computer on which the converted font software is used or installed will be considered as one of your Permitted Number of Computers. Use of the font software you have converted will be pursuant to all the terms and conditions of this agreement. Such converted font software may be used only for your own customary internal business or personal use and may not be distributed or transferred for any purpose, except in accordance with Section 4.6 of this agreement.

16.4.5 You may embed copies of the font software into your electronic documents for the purpose of printing and viewing the document. If the font software you are embedding is identified as “licensed for editable embedding” on Adobe’s Web Site at http://www.adobe.com/go/embedding_eula, you may also embed copies of that font software for the additional purpose of editing your electronic documents. No other embedding rights are implied or permitted under this license.

16.4.6 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 user interface and not for inclusion within any Output Files. Such listed fonts are not licensed under Sections 16.4.1 through 16.4.5 above. You agree that you will not copy, move, activate, or use, or allow any font management tool to copy, move, activate, or use such listed fonts in or with any software application, program, or file other than the Software.

16.5 Online Services.

16.5.1 Provided by Adobe. The Software facilitates your access to content and various services that are hosted on Web Sites maintained by Adobe or its affiliates (“Adobe Online Services”). Examples of such Adobe Online Services might include, but are not limited to: Adobe BrowserLab, Adobe InContext Editing, Adobe CS Review, Resource Central, kuler, Acrobat.com, Search for Help, Adobe Device Central, and product Welcome Screens. In some cases, an Adobe Online Service might appear as a feature or extension within the Software even though it is hosted on a Web Site. In some cases, access to an Adobe Online Service might require a separate subscription or other fee in order to access it and/or your assent to additional terms of use. Adobe Online Services might not be available in all languages or to residents of all countries and Adobe may, at any time and for any reason, modify or discontinue the availability of any Adobe Online Service. Adobe also reserves the right to begin charging a fee for access to or use of an Adobe Online Service that was previously offered at no charge. Because Adobe Online Services make use of automatic Internet connections, please also see Section 14 for important information regarding Internet connectivity and your privacy. As stated in Section 14, when the Software accesses an Adobe Online Service, your use of such Adobe Online Service is governed by the Adobe Privacy Policy (<http://www.adobe.com/go/privacy>), by the Adobe.com Terms of Use (<http://www.adobe.com/go/terms>), and by any Additional Terms of Use that might be presented to you at that time.

16.5.2 Provided by Third Parties. The Software may facilitate your access to Web Sites maintained by third parties offering goods, information, software, and services (“Third Party Online Service(s)”). Examples of such Third Party Online Services might include, but are not limited to, the Kodak Easy Share Gallery service. Your access to and use of any Third Party Online Services is governed by the terms, conditions, disclaimers, and notices found on such site or otherwise associated with such Third Party Online Services. Adobe may at any time, for any reason, modify or discontinue the availability of any Third Party Online Services. Adobe does not control, endorse or accept responsibility for Third Party Online Services. Any dealings between you and any third party in connection with a Third Party Online Service, including such party’s privacy policies and use of your personal information, delivery of and payment for goods and services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third party. Third Party Online Services might not be available in all languages or to residents of all countries and Adobe may, at any time and for any reason, modify or discontinue the availability of any Third Party Online Service.

16.5.3 EXCEPT AS EXPRESSLY AGREED BY ADOBE OR ITS AFFILIATES OR A THIRD PARTY IN A SEPARATE AGREEMENT, YOUR USE OF ADOBE AND THIRD PARTY ONLINE SERVICES IS AT YOUR OWN RISK UNDER THE WARRANTY AND LIABILITY LIMITATIONS OF SECTIONS 7 AND 8.

16.6 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 Internal Network that includes at least one Computer on which the full version of the Adobe After Effects software is installed. The term “Render Engine” means an installable portion of the Software that allows After Effects projects to be rendered but cannot be used to create or modify projects and does not include the complete After Effects user interface.

16.7 Digital Certificates.

16.7.1 Use. Digital certificates are issued by third party certificate authorities, including Adobe Certified Document Services (CDS) vendors listed at http://www.adobe.com/go/partners_cds (“Certificate Authorities”), or can be self-signed.

16.7.2 Terms and Conditions. Purchase, use and reliance upon digital certificates is the responsibility of you and a Certificate Authority. Before you rely upon any certified document, digital signature or Certificate Authority services, you should review the applicable terms and conditions under which the relevant Certificate Authority provides services, including, for example, any subscriber agreements, relying party agreements, certificate policies, and practice statements. See the links on http://www.adobe.com/go/partners_cds for information about Adobe’s CDS vendors.

16.7.3 Acknowledgement. You agree that (a) a digital certificate may have been revoked prior to the time of verification, making the digital signature or certificate appear valid when in fact it is not, (b) the security or integrity of a digital certificate may be compromised due to an act or omission by the signer of the document, the applicable Certificate Authority, or any other third party, and (c) a certificate may be a self-signed certificate not provided by a Certificate Authority. **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, YOU USE DIGITAL CERTIFICATES AT YOUR SOLE RISK.**

16.7.4 Third Party Beneficiaries. You agree that any Certificate Authority you rely upon is a third party beneficiary of this agreement and shall have the right to enforce this agreement in its own name as if it were Adobe.

16.7.5 Indemnity. You agree to hold Adobe and any applicable Certificate Authority (except as expressly provided in its terms and conditions) harmless from any and all liabilities, losses, actions, damages, or claims (including all reasonable expenses, costs, and attorneys fees) arising out of or relating to any use of, or reliance on, any service of such authority, including, without limitation (a) reliance on an expired or revoked certificate, (b) improper verification of a certificate, (c) use of a certificate other than as permitted by any applicable terms and conditions, this agreement or applicable law; (d) failure to exercise reasonable

judgment under the circumstances in relying on issuer services or certificates, or (e) failure to perform any of the obligations as required in the terms and conditions related to the services.

16.8 Acrobat Standard, Acrobat Pro and Acrobat Pro Extended Feature.

16.8.1 Definitions.

16.8.1.1 “Deploy” means to deliver or otherwise make available, directly or indirectly, by any means, an Extended Document to one or more recipients.

16.8.1.2 “Extended Document” means a Portable Document Format file manipulated by Acrobat Standard, Acrobat Pro or Acrobat Pro Extended Software to enable the ability to locally save documents with filled-in PDF forms.

16.8.2 If the Software includes Acrobat Standard, Acrobat Pro or Acrobat Pro Extended, the Software includes 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 agree not to access, attempt to access, control, disable, remove, use, or distribute the Key for any purpose.

16.8.3 For any unique Extended Document, you may only either (a) Deploy such Extended Document to an unlimited number of unique recipients but shall not extract information from more than five hundred (500) unique instances of such Extended Document or any hardcopy representation of such Extended Document containing filled form fields; or (b) Deploy such Extended Document to no more than five hundred (500) unique recipients without limits on the number of times you may extract information from such Extended Document returned to you filled-in by such Recipients. Notwithstanding anything herein to the contrary, obtaining additional licenses to use Acrobat Standard, Acrobat Pro or Acrobat Pro Extended shall not increase the foregoing limits (that is, the foregoing limits are the aggregate total limits regardless of how many additional licenses to use Acrobat Standard, Acrobat Pro or Acrobat Pro Extended you may have obtained).

16.9 Acrobat Pro Extended Capture Utility. If the Software includes the Acrobat Pro Extended Capture Utility, in addition to installing the Software as permitted under Section 2 above, you may install such utility separately on a single Unix Computer.

16.10 FlashPaper Printer. Notwithstanding anything herein to the contrary, you may not (a) install FlashPaper Printer on a server for multiple user access or use or (b) modify or replace the FlashPaper Printer viewer user interface that displays FlashPaper documents.

16.11 Flash Player Projectors and Runtime. Your rights to use any Flash player, projector, standalone player, plug-in, runtime or ActiveX control provided to you as part of or with the Software, or in an Output File, shall be solely as set forth in the following link, http://www.adobe.com/go/flashplayer_usage. Unless and except as provided therein, you shall have no rights to use or distribute such software.

16.12 Device Central. The mobile device images displayed within Device Central are for simulation purposes only. The actual mobile devices made commercially available by the applicable mobile device manufacturer may or may not contain the Adobe technology used within Device Central to create the simulation. Mobile device images may only be used for non-commercial, development purposes solely in conjunction with content developed using the Software and may not be used for any other or any illegal purpose.

16.13 Contribute Publishing Services. Subject to the Contribute Publishing Services software end user license agreement accompanying such software, you shall not connect to the Contribute Publishing Services software unless you have purchased a license to connect to such Contribute Publishing Services software for each individual who may connect to such Contribute Publishing Services software; provided, 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 license agreement.

16.14 Adobe Presenter. If the Software includes Adobe Presenter and you install or use the Adobe Acrobat Connect Add-in in connection with the use of the Software, you agree that you will install and use such

add-in only on a desktop Computer and not on any non-PC product, including, but not limited to, a Web appliance, set top box (STB), handheld, phone, or Web pad device. Further, 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”) may only be used together with the presentation, information, or content in which it is embedded. You shall not use, and shall cause all licensees of such presentation, information, or content not to use, the Adobe Presenter Run-Time other than as embedded in such presentation, information or content. In addition, you shall not, and you shall cause all licensees of such presentation, information, or content not to, modify, reverse engineer, or disassemble the Adobe Presenter Run-Time.

16.15 AVC DISTRIBUTION. The following notice applies to Software containing AVC import and export functionality: THIS PRODUCT IS LICENSED UNDER THE AVC PATENT PORTFOLIO LICENSE 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 LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE <http://www.mpegla.com>.

16.16 MPEG-2 DISTRIBUTION. The following notice applies to Software containing MPEG-2 import and export functionality: USE OF THIS PRODUCT OTHER THAN CONSUMER PERSONAL USE IN ANY MANNER THAT COMPLIES WITH THE MPEG-2 STANDARD FOR ENCODING VIDEO INFORMATION FOR PACKAGED MEDIA IS EXPRESSLY PROHIBITED WITHOUT A LICENSE UNDER APPLICABLE PATENTS IN THE MPEG-2 PATENT PORTFOLIO, WHICH LICENSE IS AVAILABLE FROM MPEG LA, L.L.C. 250 STEELE STREET, SUITE 300 DENVER, COLORADO 80206.

16.17 Flash Builder with LiveCycle Data Services (LCDS) Data Management Library. Adobe Flash Builder may include the fds.swc library. You may use fds.swc only to provide client-side data management capabilities and as an output file within software you develop, subject to the following. You may not (a) use fds.swc to enable associations or offline capabilities within software or (b) incorporate fds.swc into any software that is similar to Adobe LiveCycle Data Services or BlazeDS. If you would like to do any of the foregoing, you will need to request a separate license from Adobe.

If you have any questions regarding this agreement or if you wish to request any information from Adobe please use the address and contact information included with this product to contact the Adobe office serving your jurisdiction.

Adobe, Acrobat, Acrobat Connect, Adobe AIR, After Effects, Authorware, Contribute, Creative Suite, Flash, FlashPaper, kuler, LiveCycle, Pixel Bender and Shockwave are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries. All other trademarks are the property of their respective owners.