

**ADOBE ACCESS**  
**Trial Version**  
**End User License Agreement**

NOTICE TO USER: THIS END USER LICENSE AGREEMENT (“AGREEMENT”) GOVERNS INSTALLATION AND USE BY LICENSEES OF THE ADOBE SOFTWARE DESCRIBED HEREIN. LICENSEE AGREES THAT THIS AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY LICENSEE. BY CLICKING TO ACKNOWLEDGE AGREEMENT TO BE BOUND DURING REVIEW OF AN ELECTRONIC VERSION OF THIS LICENSE, OR DOWNLOADING, COPYING, INSTALLING OR USING THE SOFTWARE, LICENSEE ACCEPTS ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT IS ENFORCEABLE AGAINST ANY PERSON OR ENTITY THAT INSTALLS AND USES THE SOFTWARE AND ANY PERSON OR ENTITY (E.G., SYSTEM INTEGRATOR, CONSULTANT OR CONTRACTOR) THAT INSTALLS OR USES THE SOFTWARE ON ANOTHER PERSON’S OR ENTITY’S BEHALF.

**THIS AGREEMENT SHALL APPLY ONLY TO THE SOFTWARE TO WHICH LICENSEE HAS OBTAINED A VALID LICENSE REGARDLESS OF WHETHER OTHER SOFTWARE IS REFERRED TO OR DESCRIBED HEREIN.**

LICENSEE’S RIGHTS UNDER THIS AGREEMENT MAY BE SUBJECT TO ADDITIONAL TERMS AND CONDITIONS IN A SEPARATE WRITTEN AGREEMENT WITH ADOBE THAT SUPPLEMENTS OR SUPERSEDES ALL OR PORTIONS OF THIS AGREEMENT.

1. Definitions

1.1. “**Adobe**” means Adobe Systems Incorporated, a Delaware corporation, 345 Park Avenue, San Jose, California 95110, if subsection 9(a) of this Agreement applies; otherwise it means Adobe Systems Software Ireland Limited, 4-6 Riverwalk Drive, Citywest Business Campus, Saggart D24, Dublin, Republic of Ireland,, a company organized under the laws of Ireland and an affiliate and licensee of Adobe Systems Incorporated.

1.2 “**Adobe Runtime**” means Adobe AIR, Adobe Flash Player and any other future runtime utilizing Adobe’s Flash technology distributed by Adobe or its licensees.

1.3 “**Authorized Site**” means the single site, owned and operated by the Licensee for its exclusive benefit, where Licensee may use and store the Highly Confidential Information, subject to the terms of this Agreement.

1.4 “**Certificates**” means electronic documents provided by Adobe pursuant to this Agreement that incorporate a digital signature that associates a public key with an entity (including server, client) and can be used to establish a chain of trust.

1.5 “**Certificate Revocation List**” (or CRL) means electronic documents published by Adobe to identify Certificates that are no longer valid, having been revoked by Adobe.

1.6 “**Consumer**” means an individual end user that receives Protected Content and obtains a Content License in order to obtain access to and view the Protected Content on a supported Adobe Runtime.

1.7 “**Content**” means any formats or media that can be protected according to the Documentation and supported for playback or execution by an Adobe Runtime.

1.8 “**Content Encryption Key**” means a cryptographic value for use in encrypting Content for secure distribution and for use by an Adobe Runtime to decrypt Protected Content for access and use in accordance with a Content License.

1.9 “**Content License(s)**” means metadata (stored on a computer and/or embedded in an electronic file delivered to an Adobe Runtime) that (i) contains an encrypted Content Encryption Key and (ii) contains or refers to usage rules for Protected Content designed to be enforced directly through Flash Access technology incorporated into Adobe Runtimes.

1.10 “**Content Policy**” means metadata that contains usage rules for Protected Content.

1.11 “**Content Protection Functions**” means those aspects of the Licensed Software that are designed to implement requirements of the Compliance and Robustness Rules and/or prevent unauthorized access to Private Keys, Content Encryption Keys and Certificates or unauthorized access to or use of Protected Content inconsistent with the access and usage rules contained in a Content License or Content Policy associated with such Protected Content.

1.12 “**Content Protection Update**” shall mean an update to the Licensed Software that is designated as such by Adobe because it alters the prior means for providing the Content Protection Functions in the Licensed Software.

1.13 “**Deliver**” means to deliver or otherwise make available, directly or indirectly, by any means, Protected Content to one or more Consumers.

1.14 “**Documentation**” means the user manuals and/or technical publications as applicable, relating to the installation, use and administration of the Licensed Software that Adobe generally makes available.

1.15 “**DRM Metadata**” means a data structure that contains the URL of a License Server and may contain the encrypted Content Encryption Key and/or a Content Policy.

1.16 “**Highly Confidential Information**” means Private Keys generated and controlled by the Licensee for the purpose of creating Protected Content or issuing Content Licenses.

1.17 “**Licensed Product**” means the software solution for creating Protected Content, Content Licenses and Content Policies developed by Licensee using the Licensed Software.

1.18 “**License Server**” means that portion of a Licensed Product that generates and issues Content Licenses.

1.19 “**Licensed Software**” means (a) the Adobe Access software development kit and documentation provided to Licensee by Adobe under this Agreement that combines Object Code, Sample Source and Certificates for the sole purposes of creating Protected Content, Content Licenses and Content Policies; (b) any updates and fix releases thereto that Adobe may provide to Licensee under this Agreement and (c) any other documentation or source or object code provided by Adobe under this Agreement that is intended to assist Licensee in development of the Licensed Product.

1.20 “**Packager**” means a software utility that can create Protected Content and DRM Metadata that is either (i) derived from the Licensed Software; or (ii) otherwise authorized or supported by Adobe, as listed at <http://www.adobe.com/products/flashaccess/> for creating Protected Content for consumption using Adobe Runtimes.

1.21 “**Private Key**” means a cryptographic value generated by the Licensee and uniquely associated with a Public Key.

1.22 “**Public Key**” means a cryptographic value generated by the Licensee and uniquely associated with a Private Key, that is incorporated into a Certificate issued by Adobe when Licensee follows the Certificate generation process described in the Documentation.

1.23 “**Protected Content**” means Content encrypted by a Content Encryption Key using a Packager.

1.24 “**Sample Code**” means sample software and sample applications in source code format, in each case made provided with the Software solely for use with the Software.

## 2. LICENSE AND RESTRICTIONS.

2.1. **License for Licensed Software.** Subject to the terms and conditions of this Agreement, Adobe hereby grants to Licensee:

2.1.1 A limited, non-exclusive, non-transferable, time-limited license to install, modify, and use the Licensed Software solely in accordance with the Documentation and solely for the internal testing and evaluation of a Licensed Product being developed for the purpose of protecting and distributing Protected Content, Content Policies and Content Licenses for Licensee’s own account.

2.1.2 A limited, non-exclusive, non-transferable, time-limited license to make copies of the Documentation in connection with its use of the Licensed Software in accordance with this Agreement, but

no more than the amount reasonably necessary. Any permitted copy of the Documentation that Licensee makes must contain the same copyright and other proprietary notices that appear on or in the Documentation.

2.2. **License Restrictions and Licensee's Obligations.** Licensee's right to use the licenses in Section 2.1, above, is limited by the following restrictions and subject to the following obligations:

2.2.1. **Prohibited Use.** Except as expressly authorized under this Agreement, Licensee is prohibited from: (i) using the Licensed Software to deploy applications or services other than the Licensed Product; (ii) using the Licensed Software to distribute Content in violation of applicable laws and regulations, including copyright laws; (iii) using the Licensed Software to protect any other formats or media other than Content; or (iv) distributing Protected Content, Content Policies or Content Licenses to any third party. For clarity and avoidance of doubt, the Licensed Software can only be used to create and distribute Protected Content internally for testing and evaluation and may not be used to establish any customer- or consumer-facing system.

2.2.2. **No Circumvention.** No element of the Licensed Software may be used to circumvent or defeat the Content Protection Functions or other requirements of the Licensed Software, Documentation or related technical specifications, provided hereunder. Licensee shall not (i) use Confidential Information or Highly Confidential Information to circumvent the Content Protection Functions of either the Licensed Software or any related Adobe software that is used to encrypt or decrypt digital content for authorized consumption by users of the Licensed Software, or (ii) develop or distribute products that are designed to circumvent the Content Protection Functions of the Licensed Software or the content protection functions of any related Adobe software that is used to encrypt or decrypt digital content for authorized consumption by users of the Licensed Software.

2.2.3. **Certificate Administration.** Customer must provide Adobe with the name of one employee to serve as the Certificate Administrator (see below) responsible for administering the names of those Authorized Employees (as defined in Section 6.1) who are permitted to request Certificates from Adobe on behalf of the Customer. No Certificates will be delivered to Customer until a Certificate Administrator has been designated and Authorized Employees have been identified. The Certificate Administrator is prohibited from requesting Certificates.

2.2.4. **No Modifications.** No Reverse Engineering. Except as expressly set forth in Section 2.1.1, Licensee shall not modify, port, adapt or translate the Licensed Software. Licensee shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Licensed Software.

2.2.5. **Platforms.** Licensee shall deploy the Licensed Software solely on systems that are supported by Adobe as set forth at the following URL (or successor URL), which may be revised by Adobe in its sole discretion from time to time: <http://www.adobe.com/products/flashaccess/>.

2.2.6. **Outsourcing.** Licensee may sub-license use of the Licensed Software to a third party outsourcing or facilities management contractor to operate the Licensed Product on Licensee's behalf, provided that: (a) Licensee provides Adobe with prior written notice; (b) Licensee is responsible for ensuring that any such contractor agrees to abide by and fully complies with the terms of this Agreement, including rights of inspection and audit, as they relate to the use of the Licensed Software on the same basis as applies to Licensee; (c) such use is only for the purpose of protecting and distributing Protected Content, Content Policies and Content Licenses for evaluation and testing for Licensee's own account as restricted herein; (d) such use does not represent or constitute an increase in the scope or number of licenses provided hereunder; and (e) Licensee shall remain fully liable for any and all acts or omissions by the contractor related to this Agreement

2.2.7. **Open Source Software.** Licensee will not directly or indirectly grant, or purport to grant, to any third party any rights or immunities under Adobe's intellectual property or proprietary rights that will subject such intellectual property to an open source license or scheme in which there is or could be interpreted to be a requirement that as a condition of use, modification and/or distribution, the software be: (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or

(iii) redistributable at no charge. Any violation of the foregoing provision shall immediately terminate all of Licensee's licenses and other rights to the Licensed Software granted under this Product Appendix

2.2.8. Compliance With Applicable Laws. Licensee shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the Licensed Product.

2.2.9. Confidential Treatment of Content Encryption Keys. Licensee shall treat Content Encryption Keys as Confidential Information subject to the terms for confidentiality contained in Section 5 below, except that Licensee shall have no further responsibility for Content Encryption Keys that have been distributed to End Users in Content Licenses

2.3. SAMPLE CODE. Licensee may modify the Sample Code solely for the purposes of internally developing and testing Licensee's own software applications.

2.4. BACKUP. Licensee may make a reasonable number of backup copies of the Software, provided that the backup copies are not installed or used for other than archival purposes.

2.5. DOCUMENTATION. Subject to the terms and conditions of this Agreement, Adobe grants to Licensee a non-exclusive license to make copies of the Documentation for use by Authorized Users in connection with its use of the Software in accordance with this Agreement, but no more than the amount reasonably necessary. Any permitted copy of the Documentation that Licensee makes must contain the same copyright and other proprietary notices that appear on or in the Documentation

2.6. OTHER RESTRICTIONS.

2.6.1. No Modifications. No Reverse Engineering. Except for the Sample Code, Licensee shall not modify, port, adapt or translate the Software. Licensee shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software. Notwithstanding the foregoing, decompiling the Software is permitted to the extent the laws of Licensee's jurisdiction give Licensee the right to do so to obtain information necessary to render the Software interoperable with other software; provided, however, that Licensee must first request such information from Adobe and Adobe may, in its discretion, either provide such information to Licensee or impose reasonable conditions, including a reasonable fee, on such use of the source code to ensure that Adobe's and its suppliers' proprietary rights in the source code for the Software are protected.

2.6.2. No Unbundling. The Software may include various applications, utilities and components, may support multiple platforms and languages or may be provided to Licensee on multiple media or in multiple copies. Nonetheless, the Software is designed and provided to Licensee as a single product to be used as a single product on Computers and Virtual Servers and platforms as permitted herein. Licensee is not required to use all component parts of the Software, but Licensee shall not unbundle the component parts of the Software for use on different Computers and Virtual Servers. Licensee shall not unbundle or repackage the Software for distribution, transfer or other disposition. Notwithstanding the foregoing, Licensee may unbundle the Sample Code and Tools from the other components of the Software.

2.6.3. No Transfer. Except as may be explicitly provided in this Agreement, Licensee shall not (a) sublicense, assign or transfer the Software to any third party nor shall Licensee sublicense, assign or transfer Licensee's rights in the Software; or (b) authorize any portion of the Software to be copied onto or accessed from another individual's or entity's Computer or Virtual Server.

2.6.4. Third Party Software. The Software may contain third party software which requires notices and/or additional terms and conditions. Such required third party software notices and/or additional terms and conditions are located at [http://www.adobe.com/products/eula/third\\_party/flashaccess](http://www.adobe.com/products/eula/third_party/flashaccess) (or a successor website thereto) and are made a part of and incorporated by reference into this Agreement. These notices may be updated from time to time in Adobe's sole discretion and Licensee is solely responsible and liable for checking the website and complying with the third party notices.

2.6.5. Export Rules. Licensee agrees 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, Licensee represents and warrants that Licensee is not a citizen of, or located within, an embargoed or otherwise restricted nation (including Iran, Iraq, Syria, Sudan, Libya, Cuba and

North Korea) and that Licensee is not otherwise prohibited under the Export Laws from receiving the Software. All rights to install and use the Software are granted on condition that such rights are forfeited if Licensee fails to comply with the terms of this Agreement.

3. DELIVERY. The Software may be delivered via electronic delivery or via a CD and if applicable, the Software may be supplied with a valid serial number and/or License Key.

4. INTELLECTUAL PROPERTY RIGHTS. The Software, Documentation and any copies that Licensee is authorized by Adobe to make thereof are the intellectual property of and are owned by Adobe and its suppliers. The structure, organization and code of the Software are the valuable trade secrets and confidential information of Adobe and its suppliers. The Software and Documentation are protected by copyright, including without limitation by United States Copyright Law, international treaty provisions and applicable laws in the country in which it is being used. Except as expressly stated herein, this Agreement does not grant Licensee any intellectual property rights in the Software and Documentation and all rights not expressly granted are reserved by Adobe.

5. CONFIDENTIALITY. Any license key, activation code, or similar installation or usage control codes ("License Key") provided by Adobe to Licensee is considered the confidential information of Adobe, and Licensee must hold such License Key in strict confidence. Notwithstanding the foregoing, if Licensee is permitted to sublicense the use of the Software in accordance with Section 2.7, then Licensee may disclose the License Key to the permitted third party outsourcing or facilities management contractor.

6. HIGHLY CONFIDENTIAL INFORMATION. Notwithstanding Section 5 (Confidentiality), Private Keys shall be subject to requirements applicable to Highly Confidential Information contained in with the following provisions:

- 6.1. "**Authorized Employees**" means only the individuals authorized to place or approve orders for Certificates through the online registration process for Certificate ordering described in the Documentation, all of whom must at all times be full-time employees of Licensee with a strict need to have access to Highly Confidential Information in order to perform Licensee's obligations or exercise Licensee's rights under this Agreement.
- 6.2. All Authorized Employees shall sign confidentiality agreements containing terms at least as restrictive as those in this Section 6, before they are granted access to the Highly Confidential Information. Licensee shall promptly provide Adobe with copies of such confidentiality agreements signed by the Authorized Employees if and when Adobe requests such copies. Licensee is fully responsible for the conduct of its employees (including Authorized Employees) who may in any way breach this Agreement. Licensee will, upon request of Adobe, take all reasonable steps necessary to recover any Highly Confidential Information and will bear the cost of such steps. Licensee agrees to notify Adobe in the event of any breach of the terms of this Section 6, including breaches in its security. Licensee must cause each Authorized Employee to strictly abide by their obligations under this Section 6. Licensee must use the same efforts to enforce the confidentiality obligations of each Authorized Employee after the termination of his/her employment as Licensee uses to enforce its own confidential information, such efforts of enforcement not to be less than reasonable efforts.
- 6.3. Without limitation to any requirement of this Section 6 Licensee agrees that it shall treat the Highly Confidential Information with at least the same degree of care as it gives to the protection of its most sensitive confidential information, if any, and Licensee represents that it exercises at least a high degree of care to protect its own such confidential information.
- 6.4. Licensee's obligations with respect to the Highly Confidential Information shall remain in effect in perpetuity, except as may be required by law or the order of a court or similar judicial or administrative body.

7. REVOCATION OF CERTIFICATES.

Adobe shall have the right to take measures to revoke Certificates issued to Licensee in the event that Adobe obtains or becomes aware of evidence satisfactory, in Adobe's sole discretion, to establish that one or more of the following criteria are met:

- (i) such Certificate or the Public Key associated with Licensee is being used without authorization by a party other than the Licensee to which it was issued by Adobe;
- (ii) the Private Key corresponding to a Public Key for which Adobe has issued a Certificate has been made public, lost, stolen, intercepted or otherwise misdirected, disclosed;
- (iv) the Agreement has been terminated by either party; or
- (v) Licensee has requested or consented in writing to such revocation.

In the event that Adobe determines that any of the foregoing criteria have been met, Adobe shall take reasonable steps to consult with Licensee prior to initiating such revocation to determine if Licensee can present evidence satisfactory to Adobe, in Adobe's sole discretion, that the relevant criteria have not been met and/or that revocation is not necessary to prevent any material compromise to the security of Protected Content or of the Content Protection Functions of the Licensed Software, or the content protection capabilities of any other Adobe licensed software as applied to any digital content. Adobe shall not initiate such revocation prior to thirty (30) days following notice of such consultation unless Adobe determines, in its sole discretion, that immediate or earlier revocation is necessary to mitigate ongoing and material harm to the interests of distributors of digital content protected using Adobe licensed software.

8. WARRANTY

8.1. Warranty. Adobe warrants to Licensee that the Software will perform substantially in accordance with the Documentation for the ninety (90) day period following shipment of the Software when used on the recommended operating system, platform and hardware configuration as specified in the Documentation. This limited warranty does not apply to Trial Versions, Not For Resale Software, Sample Code, Server Side Applications and Tools. All warranty claims must be made within such ninety (90) day period. If the Software does not perform as warranted above, the entire liability of Adobe and Licensee's exclusive remedy shall be limited to either, at Adobe's option, the replacement of the Software or the refund of the license fee paid to Adobe for the Software whereupon the license to such software shall automatically terminate.

8.2. Disclaimer of Warranty. Except for any warranty, condition, representation or term to the extent to which the same cannot or may not be excluded or limited by law applicable in licensee's jurisdiction, ADOBE, ITS AFFILIATES AND ITS SUPPLIERS PROVIDE THE SOFTWARE AS-IS AND WITH ALL FAULTS AND EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS OR TERMS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE AS TO ANY OTHER MATTERS, INCLUDING PERFORMANCE, SECURITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, INTEGRATION, MERCHANTABILITY, QUIET ENJOYMENT, SATISFACTORY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

9. LIMITATION OF LIABILITY. Except for the exclusive remedy set forth above, IN NO EVENT WILL ADOBE, ITS AFFILIATES AND ITS SUPPLIERS BE LIABLE TO LICENSEE 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. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. ADOBE'S AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL 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 Licensee 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 and suppliers 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, please see the jurisdiction specific information at the end of this Agreement, if any, or contact Adobe's Customer Support Department

10. **GOVERNING LAW.** This Agreement, each transaction entered into hereunder, and all matters arising from or related to this Agreement (including its validity and interpretation), will be governed and enforced by and construed in accordance with the substantive laws in force in: (a) the State of California, if a license to the Software is purchased when Licensee is in the United States, Canada, or Mexico; or (b) Japan, if a license to the Software is purchased when Licensee is 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 purchased when Licensee is in any other 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 shall remain valid and enforceable according to its terms. The English version of this Agreement shall be the version used when interpreting or construing this Agreement. This is the entire agreement between Adobe and Licensee relating to the Software and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Software. Licensee shall comply with all applicable laws and regulations pertaining to this Agreement.

12. **NOTICE TO U.S. GOVERNMENT END USERS.**

12.1. **Commercial Items.** The Software and Documentation are "Commercial Item(s)," as that term is defined at 48 C.F.R. Section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202, as applicable. Consistent with 48 C.F.R. Section 12.212 or 48 C.F.R. Sections 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items; and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States. Adobe Systems Incorporated, 345 Park Avenue, San Jose, CA 95110-2704, USA

12.2. **U.S. Government Licensing of Adobe Technology.** Licensee agrees that when licensing Adobe Software for acquisition by the U.S. Government, or any contractor therefore, Licensee will license consistent with the policies set forth in 48 C.F.R. Section 12.212 (for civilian agencies) and 48 C.F.R. Sections 227-7202-1 and 227-7202-4 (for the Department of Defense). 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 shall be incorporated by reference in this Agreement.

13. **THIRD-PARTY BENEFICIARY.** Licensee acknowledges and agrees that Adobe's licensors (and/or Adobe if Licensee obtained the Software from any party other than Adobe) are third party beneficiaries of this Agreement, with the right to enforce the obligations set forth herein with respect to the respective technology of such licensors and/or Adobe.

14. **TERM AND TERMINATION.** This Agreement shall remain in effect for a period of **ninety (90) days**, or until any material breach of this Agreement by Licensee occurs, upon which this Agreement shall automatically terminate. Upon request by Licensee, Adobe may, at its sole option and discretion, extend the term for one additional ninety (90) day term following the expiration of the initial term. Upon termination of this Agreement for any reason, Licensee shall discontinue use of the Software and shall destroy the Software, Documentation and all copies thereto. Termination shall not, however, relieve either party of obligations incurred prior to the termination. The following Sections shall survive termination of this Agreement: 1 (Definitions), 5 (Confidentiality), 6 (Highly Confidential Information), 9.2 (Disclaimer), 10 (Limitation of Liability), 11 (Governing Law), 11 (General Provisions), 12 (Notice to U.S. Government End Users), 13 (Third-Party Beneficiary) and 14 (Term and Termination).

If Licensee has any questions regarding this Agreement or if Licensee wishes to request any information from Adobe please use the address and contact information included with this product to contact the Adobe office serving Licensee's jurisdiction.

Adobe is either registered trademark or trademark of Adobe Systems Incorporated in the United States and/or other countries.

Adobe Access Trial EULA-en\_06252012\_2108