

ACROBAT.COM BETA SERVICES AGREEMENT

This Acrobat.com Beta Services Agreement is between **Adobe Systems Incorporated**, and **“you”** (collectively, the “Parties”).

You agree that this Agreement (defined below) is like any written negotiated agreement signed by you. By clicking to accept this Agreement, you agree to be bound by its terms, including terms regarding governing law and venue set forth in Section 16 (Governing Law). THIS AGREEMENT IS ENFORCEABLE AGAINST YOU AND, IF APPLICABLE TO A PARTICULAR SERVICE (DEFINED BELOW), ANY LEGAL ENTITY ON WHOSE BEHALF THE SERVICE IS USED.

ADOBE MAY CHANGE, ADD, OR REMOVE ANY PART OF THIS AGREEMENT, OR ANY PART OF THE SERVICES, AT ANY TIME. IF ANY FUTURE CHANGES TO THIS AGREEMENT ARE UNACCEPTABLE TO YOU, YOU SHOULD REFUSE TO ACCEPT ANY UPDATED TERMS PROPOSED TO YOU BY ADOBE AND YOU MUST DISCONTINUE USING THE SERVICES.

1. Definitions.

“Acrobat.com AIR” means the Adobe® AIR™ version of the Services, a client software application/module that may be downloaded and installed by you or automatically delivered to you when installing one or more additional client software applications provided by Adobe to enable you to use certain features of the Services from your desktop and any modified versions and copies of, and upgrades, updates and additions thereto, provided to you by Adobe at any time. In connection with your download and install of Acrobat.com AIR, you may be prompted to install the Adobe AIR runtime subject to the terms located at <http://www.adobe.com/go/eulas> or any successor website thereto.

“Add-In” means the ConnectNow add-in, a client software application/module that is automatically delivered to you on an as-needed basis so that you may use certain features of Adobe ConnectNow (such as screen sharing or enhanced audio) and any modified versions and copies of, and upgrades, updates and additions thereto, provided to you by Adobe at any time.

“Agreement” means these terms and conditions and the Adobe Online Privacy Policy, which is located at <http://www.adobe.com/misc/privacy.html>, or any successor Web site thereto.

“Content” means all audio, video, multimedia, data, text, images, documents, computer programs, proprietary fonts owned by a party other than Adobe, and any other information or materials uploaded by or on behalf of you or Participants in connection with the use of the Service.

“Information” means personally identifiable information.

“Participant” means a third party who interacts with the Services as a result of such party’s relationship with or connection to you.

“Service(s)” means, individually and collectively, an Adobe hosted application made available by Acrobat.com.

2. Use of the Services.

2.1 Your Agreement. Your assent to this Agreement allows you to use one or more of the Services. Adobe reserves the right to change the terms of this Agreement upon five (5) days’ written notice to you, which such notice will be posted on a Web site(s) associated with the Services. If you do not agree to such amended terms, you must stop using the Services and may terminate this Agreement in accordance with Section 4(b) (Term and Termination). Adobe may discontinue or add new Services, aspects, or features to certain Services (“Features”) from time to time at its sole discretion. If new or amended terms for such new Services or Features are presented to you by Adobe, you are not entitled to use such new Services or Features unless you agree to such new or amended terms. In addition, changes to the Adobe Online Privacy Policy may also occur from time to time, and changes will be communicated via the adobe.com Web site.

2.2 Authority to Use Services. You represent and warrant that you have all necessary right, power and authority to enter into this Agreement and to perform the acts required of you hereunder, including having a valid license to use the software applications that generate Content, and the right to maintain Content and your Information or the Information of Participants on the Services. Otherwise, you are not permitted to maintain Content or such Information on the Services. You may not use the Services, or accept the terms of the Agreement, if (i) you are not of legal age to form a binding contract with Adobe, or (ii) you are prohibited by law from receiving or using the Services.

2.3 Access to Services. You acknowledge that your ability to access the Services may require the payment of third party fees (such as telephone toll charges, ISP, or airtime charges) and that you are responsible for paying such fees. Adobe is not responsible for any equipment you may need to be able to access the Services.

2.4 Log-In Information. To gain access to and use the Services, you may be required to create an Adobe ID and password or other log-in ID and password (“Log-In Information”). You are responsible for all activity occurring under your Log-In Information, and you must keep your Log-In Information confidential and not share your Log-In Information with other individuals or third parties. Adobe has no obligation or responsibility with regard to your use, disclosure, or management of Log-In Information. Notwithstanding the foregoing, Adobe may require you to change your Log-In Information if such Log-In Information is inconsistent with the terms of this Agreement.

2.5 Individual Use. Notwithstanding anything set forth in this Agreement to the contrary, Adobe makes the Services available to you only for your individual use (including personal use and business use that directly benefits you individually).

2.6 Your Confidential Information. If you maintain confidential information, trade secrets, or other sensitive information on the Services, you are solely responsible for implementing safeguards for such information that are additional to the security measures the Services provide (as set forth in the Acrobat.com security statement).

2.7 Access Levels. Certain Services enable you to specify the level at which such Services restrict access to Content. You are solely responsible for applying the appropriate level of access to Content.

3. License to Use the Services. Subject to your compliance with the terms and conditions of this Agreement, Adobe grants to you a non-exclusive, non-transferable, revocable right to access and use the Services. You shall not alter or remove any Marks or Adobe copyright notices included in the Service.

4. Term and Termination.

a. This Agreement will continue to apply until terminated by either you or Adobe as set forth below.

b. If you want to terminate the Agreement, you may do so by (i) notifying Adobe at any time, and (ii) closing your accounts for all of the Services. Your notice must be sent in writing, to Adobe's address set forth in Section 19 (Miscellaneous).

c. Adobe may at any time terminate the Agreement with you if:

- i. You have breached any provision of the Agreement (or have acted in a manner that indicates to Adobe that you do not intend to, or are unable to, comply with the Agreement);
- ii. Adobe reasonably believes that it is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful);
- iii. The provision of the Services to you by Adobe is, in Adobe's opinion, no longer commercially viable;
- iv. Adobe has elected to discontinue the Services (or any part thereof);
- v. There has been an extended period of inactivity in your account; or
- vi. Your account is used by any third parties.

d. Termination of your Services account may, at Adobe's sole discretion, include one or more of the following: (i) removal of access to all offerings within the Services; (ii) deletion of your password (if applicable) and all related information, files, and Content associated with or inside your account (or any part thereof); and (iii) barring of further use of the Services.

e. You agree that all terminations for cause shall be made in Adobe's sole discretion and that Adobe shall not be liable to you or any third party for any termination of your account, or access to the Services and Content.

f. Upon expiration or termination of the Agreement, you shall promptly discontinue use of the Services. However, the following sections of this Agreement shall survive any expiration or termination of the Agreement: 1, 2.2, 4(f), 5-10, 12, and 14-19.

5. Content.

5.1 Your Content. You may upload Content to the Services in connection with your use of the Services. Adobe does not verify, endorse, or claim ownership of any Content, and you retain all right, title, and interest in and to the Content. By maintaining your Content on the Services, you grant to Adobe a non-exclusive, worldwide, perpetual, royalty-free and fully paid license under all intellectual property rights to copy, distribute, transmit, publicly display, publicly perform, transmit, and reformat your Content solely to deliver the Services to you. Adobe shall make commercially reasonable efforts to block the uploading of Content to the Services that contains viruses detected by using industry standard virus detection software.

5.2 Your Representations and Warranties Regarding Content. You represent and warrant that (a) you are the owner, licensor, or authorized user of all Content; and (b) you will not upload, record, publish, post, link to, or otherwise transmit or distribute Content that: (i) advocates, promotes, incites, instructs, assists or otherwise encourages violence or any illegal activities; (ii) infringes or violates the copyright, patent, trademark, service mark, trade name, trade secret, or other intellectual property rights of any third party or Adobe, or any rights of publicity or privacy of any party; (iii) attempts to mislead others about your identity or the origin of a message or other communication, or impersonates or otherwise misrepresents your affiliation with any other person or entity, or is otherwise materially false, misleading, or inaccurate; (iv) promotes, solicits or comprises inappropriate, harassing, abusive, profane, defamatory, hateful, libelous, threatening, obscene, indecent, vulgar, pornographic or otherwise objectionable or unlawful content or activity; (v) is harmful to minors; (vi) contains any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, Information, or property of another; or (vii) violates any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination, or false advertising).

5.3. Adobe Access to Content. You acknowledge that the Services are automated (e.g., Content is uploaded using software tools) and that Adobe personnel will not access, view, or listen to any Content, except as reasonably necessary to perform the Services, including but not limited to the following: (a) respond to support requests; (b) detect, prevent, or otherwise address fraud, security, or technical issues; (c) as deemed necessary or advisable by Adobe in good faith to conform to legal requirements or comply with

legal process; or (d) enforce this Agreement, including investigation of potential violations hereof, as further described in Section 9 (Investigations).

6. Notification of Copyright Infringement. Adobe will investigate notices of copyright infringement and take appropriate actions under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) ("DMCA"). If you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring in connection with the Services, please provide, pursuant to the DMCA, written notification of claimed copyright infringement to the Designated Agent for the Services (identified below), which must contain the following elements:

- A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest that is alleged to have been infringed;
- A description of the copyrighted work or works that you claim have been infringed and identification of what content in such work(s) is claimed to be infringing and which you request to be removed or access to which is to be disabled;
- A description of where the content that you claim is infringing is located on the Service;
- Information sufficient to permit Adobe to contact you, such as your physical address, telephone number, and e-mail address;
- A statement by you that you have a good faith belief that the use of the content identified in your Notice in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- A statement by you that the information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

Adobe's Designated Agent for Notice of claims of copyright infringement can be reached as follows:

By mail:

Elizabeth Hewitt/Designated Agent – Copyright Infringement Claims
Adobe Systems Incorporated
Mailstop A17-420
345 Park Avenue
San Jose, CA 95110-2704

By telephone:

(408) 536-4030

By fax:

(408) 537-4060

By e-mail:

copyright@adobe.com

The Designated Agent should be contacted only if you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring in connection with the Services. Any other inquiries directed to the Designated Agent will not receive a response.

7. Links. Adobe may provide links to other Web sites or resources as part of the Services as a convenience to you. Adobe is not responsible for the contents, products or services on any third party site, and the inclusion of any link does not imply that Adobe endorses the content on such third party sites. You may visit such third party sites solely at your own risk.

8. Conduct.

8.1 Use Restrictions. In connection with your access or use of the Services, you agree not to:

- (a) introduce a virus, worm, Trojan horse or other harmful software code or similar files that may damage the operation of a third party's computer or property or information;
- (b) use the Services in any manner that could damage, disable, overburden, or impair any Adobe server, or the network(s) connected to any Adobe server or interfere with any other party's use and enjoyment of the Services;
- (c) attempt to gain unauthorized access to service, materials, other accounts, computer systems or networks connected to any Adobe server or to the Services, through hacking, password mining, or any other means;
- (d) obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services;
- (e) host, on a subscription basis or otherwise, the Services, including any related application, (i) to permit a third party to use the Services to create, transmit, or protect any content, or (ii) to conduct conferences or online meeting services for a third party;
- (f) engage in any systematic extraction of data or data fields, including without limitation e-mail addresses;
- (g) disclose, harvest, or otherwise collect Information, including e-mail addresses, or other private information about any third party without that party's express consent;
- (h) transmit junk mail, spam, surveys, contests, pyramid schemes, chain letters, or other unsolicited e-mail or duplicative messages;
- (i) sell, lease, or rent access to or use of the Services, or otherwise transfer any rights to use the Services under this Agreement (including without limitation, on a timeshare or service bureau basis);
- (j) defraud, defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others; or
- (k) upload, or otherwise make available, files that contain images, photographs, software, or other material protected by intellectual property laws, including, for example, and not as limitation, copyright or trademark laws (or by rights of

privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.

8.2 Exposure. You acknowledge and agree that by accessing or using the Services, you may be exposed to materials from third parties that you may deem to be offensive, indecent, or otherwise objectionable. You may report any violations of these terms to Adobe at abuse@acrobat.com.

9. Investigations.

9.1. Although Adobe does not generally monitor user activity occurring in connection with the Services or Content, if Adobe becomes aware of any possible violations by you of any provision of the Agreement, Adobe reserves the right to investigate such violations, and Adobe may, at its sole discretion, terminate immediately your license to use the Services or change, alter or remove Content, in whole or in part, without prior notice to you. If, as a result of such investigation, Adobe believes that criminal activity has occurred, Adobe reserves the right to refer the matter to, and to cooperate with, any and all applicable law enforcement authorities. Except to the extent prohibited by applicable law, Adobe is entitled to disclose any information or Content, in Adobe's possession in connection with your use of the Services to (i) comply with applicable law, legal process or governmental request; (ii) enforce the Agreement; (iii) respond to any claims that any Content violates the Agreement or rights of third parties; (iv) respond to your requests for customer services; or (v) protect the rights, property or personal safety of Adobe, its users or the public, and law enforcement or other government officials, as Adobe in its sole discretion believes to be necessary or appropriate.

9.2. You agree to indemnify and hold Adobe harmless from and against any and all liabilities, costs and expenses, including reasonable attorneys' fees, related to or arising from your Content, the Content of Participants, and your or any Participant's use of the Services.

10. Privacy.

10.1 Terms. The terms of the Adobe Online Privacy Policy and the terms of this Section 0 (Privacy) govern Adobe's collection and use of Information in connection with the Services. If there is any conflict between the terms of the Adobe Online Privacy Policy and this Section 10 (Privacy), the terms of this Section 10 (Privacy) shall control.

10.2 Non-U.S. Residents. You agree and acknowledge that your Information collected through the Services or in connection with the Services is collected on behalf of Adobe Systems Incorporated and may be transferred across national boundaries and stored and processed in any of the countries around the world in which Adobe maintains offices, including the United States.

10.3 Types of Information Collected. In addition to the types of Information set forth elsewhere in this Section 10 (Privacy) and in the Adobe Online Privacy Policy, Adobe

may collect certain information regarding your use of the Services, such as the name of the Internet service provider and the Internet Protocol address through which you access the Internet; the time you access the Services; and the Internet address of any referring Web site and the Internet address of the Web site or the name, version number, and language preference of the software product from which you linked directly to the Services. Adobe may collect other non-personally identifiable information from you regarding your use of the Services such as the features you utilize within the Services. Adobe uses the information referenced in this Section 10.3 (Types of Information Collected) to support and improve the Services and, if you have opted-in to receive communications from Adobe, to send to you communications about Adobe and its products and services.

10.4 Storage and Use of Information. Adobe retains the right to create reasonable limits on your use of Content, such as limits on file size, storage space, processing capacity, time frames for retention of Content, and similar limitations as otherwise determined by Adobe in its sole discretion. Adobe stores your Information and the Information of Participants in accordance with Adobe's then-current storage policies. Adobe may delete, as applicable, all or portions of your Information or Information of Participants upon termination of this Agreement.

10.5 Security. Adobe has implemented technical safeguards and procedures to help protect communications with the Services including communication of Content and Information. In addition, Adobe will only disclose Content and Information in accordance with instructions provided by you through use of the Services and as otherwise provided in the Adobe Online Privacy Policy, as applicable. Notwithstanding the foregoing, the security of communications sent over the Internet (including by e-mail) is subject to many factors outside of Adobe's control and, as a result, Adobe does not guarantee the security or privacy of such communications. For more information on the security measures Adobe has implemented with respect to the Services, please see the Acrobat.com security statement.

10.6 Communications from Adobe. Notwithstanding any communications preferences indicated by you, Adobe may send to you service-related e-mails regarding service maintenance events or modifications to the functionality or delivery of the Services.

10.7 Information of Participants. As between Adobe and you, you shall have sole responsibility for any and all Information of Participants used and submitted in connection with the Services, and Adobe shall have no responsibility in connection thereto. You shall comply with all data protection and privacy laws and rules applicable to Information of Participants. You shall defend, indemnify, and hold harmless Adobe from any claim, suit or proceeding brought against Adobe by a Participant in connection with any acts or omissions with regards to such Information of Participants. E-mails related to the Services are generally sent to Participants by you and not by Adobe. As a result, even though certain Participants may have opted-out from receiving communications from Adobe, such Participants may receive certain Service-related e-mails sent by you. In addition, if applicable, Adobe may send e-mails to Participants in

your name as your agent, at your request, and on your behalf. You are solely responsible for such e-mails and the contents thereof.

11. Service Specific Terms. The terms in this Section 11 (Service Specific Terms) apply only to the specific Services or Adobe software, as applicable, set forth below. Notwithstanding anything to the contrary herein, in the event of a conflict between the terms of this Section 11 (Service Specific Terms) and any other terms and conditions of the Agreement, the terms of this Section 11 (Service Specific Terms) shall govern, but only to the extent of such conflict.

11.1 Adobe ConnectNow. In order to access the audio conferencing portion of the Adobe ConnectNow service (“ConnectNow”), you will receive pass codes and a telephone number (collectively, the “Pass Codes”) that may be used by both you and any Participant. You are solely responsible for all activity occurring under your Pass Codes, and Adobe has no obligation or responsibility with regards to your use, disclosure, or management of your Pass Codes. Adobe reserves the right to change the telephone number or Pass Codes at any time. You may create a unique URL to access the online portion of ConnectNow. Adobe may require you to change the name of such URL if Adobe deems, in its sole discretion, that such URL is objectionable in whole or in part.

11.2 Acrobat.com Web Services. This Section 11.2 (Acrobat.com Web Services) applies to you only if you are a developer who accesses the pre-release versions of the Acrobat.com APIs made available to you from time to time by Adobe in connection with Acrobat.com (“Web Services”).

11.2.1 License to Web Services. Subject to the terms and conditions of this Agreement, Adobe grants you a limited, revocable, non-exclusive, non-transferable license to (a) download the documentation made available to you by Adobe at the Web Services page, currently found at <http://api.share.acrobat.com> (“Web Services Documentation”) solely for the purposes of viewing the Web Services Documentation; and (b) call to and use the Web Services in accordance with the Web Services Documentation and the terms of the Agreement. Adobe may terminate the license(s) granted in this Section 11.2.1 (License to Web Services) at anytime at Adobe’s sole discretion. Adobe reserves all rights not expressly granted hereunder.

11.2.2 Your Representations and Warranties Regarding Use of the Web Services and the Web Services Documentation. In addition to your other representations and warranties set forth in the Agreement, you represent and warrant the following:

- (a) You shall prominently display the following notice on your Web site application that calls to the Web Services (“Your Application”): “Powered by Acrobat.com” (“Notice”). You shall ensure that any third party who accesses and uses Your Application (“Visitors”) can conveniently access the URL <http://share.acrobat.com> from Your Application. The name “Adobe” (“Trademark”) is a registered trademark of Adobe, and you acknowledge that your use of the Trademark will not create in you, nor will you

represent you have, any right, title or interest in or to the Trademark. You shall display the Notice in accordance with Adobe's trademark guidelines, which are currently found at http://www.adobe.com/misc/pdfs/TM_GuideforThirdPFina_print.pdf. If Adobe reasonably believes that you have not complied with Adobe's trademark guidelines, Adobe reserves the right to require you to immediately modify your usage of the Notice in order to comply with this Section 11.2.2(a), or to terminate such usage;

- (b) You shall display a privacy policy or otherwise display, in the footer of each Web page of Your Application, information about how you collect, use, store, and disclose data collected from Visitors, including notice, where applicable, that third parties (including advertisers) may serve content and/or advertisements and collect information directly from Visitors and may place or recognize cookies on Visitors' browsers;
- (c) You shall not attempt to conceal or misrepresent your identity or Your Application's identity when requesting authorization from Adobe to use the Web Services or the Web Services Documentation;
- (d) You shall require Visitors to create an Acrobat.com account prior to using Your Application;
- (e) You shall not store Visitor Materials on your Acrobat.com account on behalf of any Visitor; and
- (f) You shall not sell, lease, or sublicense the Web Services or the Web Services Documentation or obtain access thereto to derive revenue from the use or provision of the Web Services or the Web Services Documentation, whether for direct commercial benefit, monetary gain or otherwise, unless you obtain Adobe's express prior written consent in the manner set forth in Section 11.2.3 (Commercial Developer Applications).

11.2.3 Commercial Developer Applications. If you intend to use the Web Services Documentation and/or the Web Services in a manner that may violate Section 11.2.2(f) of this Agreement, you may be subject to immediate termination of the license(s) granted to you by Adobe hereunder. You may, however, request from Adobe permission for exemption from Section 11.2.2(f) by contacting Adobe at developer@acrobat.com. Please provide a detailed description of Your Application and your intended use of the Web Services and Web Services Documentation. Adobe will review such requests and may provide an exemption in writing from Section 11.2.2(f) on a case by case basis at Adobe's sole discretion. If Adobe grants you such exemption from Section 11.2.2(f), such exemption may be subject to your compliance with additional requirements set forth by Adobe.

11.3 Adobe Software. Adobe may offer from time to time certain software in connection with the Services, including the Add-In and the Acrobat.com AIR (collectively, the “Adobe Software”). Subject to the terms and conditions of the Agreement, Adobe grants to you a non-exclusive, non-transferable, revocable license to install and use the Adobe Software solely in conjunction with the Services. You shall not modify, port, adapt or translate Adobe Software. You shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Adobe Software. You cannot use the Adobe Software on a timeshare or service bureau basis or host, on a subscription basis or otherwise, the Adobe Software. You acknowledge that Adobe and its licensors own all right, title, and interest in and to the Adobe Software.

12. Feedback. By submitting ideas, suggestions, documents and/or proposals (“Feedback”) to Adobe, you acknowledge and agree that (a) you have all rights necessary to provide your Feedback under the terms of this Section 12 (Feedback); (b) Adobe is not under any obligation of confidentiality, express or implied, with respect to the Feedback; (c) Adobe, in its discretion, shall be entitled to use and disclose such Feedback for any purpose, in any way, in any media worldwide; (d) Adobe may have something similar to the Feedback already under consideration or in development; (e) the Feedback automatically become Adobe’s property without any obligation to you; and (f) you are not entitled to any compensation or reimbursement of any kind from Adobe under any circumstances.

13. Availability. Adobe uses reasonable efforts to make the Services available 24 hours a day, 7 days a week. However, there will be occasions when the Services will be interrupted for maintenance, upgrades and repairs, or as a result of failure of telecommunications links and equipment that are beyond Adobe’s control. Adobe will take reasonable steps to minimize such disruption, to the extent it is within Adobe’s reasonable control.

14. DISCLAIMER OF WARRANTIES.

14.1 YOU SHOULD NOT POST CONTENT WITHOUT MAINTAINING A COPY OF SUCH CONTENT IN ANOTHER LOCATION AS THE CONTENT MAY BE ERASED, REMOVED OR CORRUPTED AT ANY TIME, WITH NO LIABILITY TO ADOBE. ADOBE MAKES NO COMMITMENT OR WARRANTY THAT ANY SERVICES OR SOFTWARE SIMILAR TO THE SERVICES OR ADOBE SOFTWARE WILL BE OFFERED FOR COMMERCIAL USE. THE SERVICES AND THE ADOBE SOFTWARE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE BASIS” “WITH ALL FAULTS” AND WITHOUT WARRANTY OF ANY KIND. TO THE FULL EXTENT PERMITTED BY LAW, ADOBE, ITS AFFILIATES, LICENSORS, AND ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICES OR THE ADOBE SOFTWARE DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEM INTEGRATION OR

COMPATIBILITY, WORKMANLIKE EFFORT, LACK OF NEGLIGENCE, QUIET ENJOYMENT, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, ADOBE DOES NOT WARRANT OR REPRESENT THAT THE SERVICES OR THE ADOBE SOFTWARE WILL BE CONTINUOUS, SECURE, RELIABLE, ACCESSIBLE, UNINTERRUPTED OR ERROR-FREE, OR THAT ADOBE'S SERVERS AND SOFTWARE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ADOBE'S SECURITY PROCEDURES AND MECHANISMS WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO INFORMATION OR CONTENT BY THIRD PARTIES.

14.2 SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

15. Limitation of Liability.

15.1 NEITHER ADOBE NOR ITS SUPPLIERS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE THE SERVICES OR ACCESS DATA, INFORMATION OR CONTENT, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR THE LIKE), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICES AND BASED ON ANY THEORY OF LIABILITY INCLUDING STATUTORY, BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADOBE OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

15.2 ADOBE'S TOTAL LIABILITY TO YOU FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO ONE UNITED STATES DOLLAR (\$1). YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SERVICES MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED. ADOBE'S SUPPLIERS SHALL HAVE NO LIABILITY TO YOU FOR ANY REASON.

15.3 THE LIMITATIONS ON LIABILITY IN THIS SECTION 15 (LIMITATIONS OF LIABILITY) ARE INTENDED TO APPLY TO THE WARRANTIES AND DISCLAIMERS ABOVE AND ALL OTHER ASPECTS OF THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU

MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE. Nothing contained in this Agreement limits Adobe's liability to you in the event of death or personal injury resulting from Adobe's gross negligence.

16. **Governing Law.** The Service is controlled by Adobe from its offices within the state of California, United States of America. By accessing and using the Service, you and Adobe agree that all matters relating to this Agreement and your access to, or use of, the Service shall be governed by the statutes and laws of the State of California, without regard to the conflicts of laws principles thereof. You and Adobe also agree and hereby submit to the personal jurisdiction and venue of the Superior Court of Santa Clara County and the United States District Court for the Northern District of California with respect to such matters. The application of UCITA and the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

17. **Language.** It is the express wish of the Parties that the Agreement and all related documents have been drawn up in English and that the English version of this Agreement shall be the sole version used in interpreting and enforcing this Agreement. C'est la volonté expresse des Parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

18. **Export Control Laws.** The export and re-export of certain software and Content are controlled by the United States Export Administration Regulations, and such software and Content may not be exported or re-exported to Cuba, Iran, North Korea, Sudan, Syria, or any country to which the United States embargoes goods. In addition, certain software and Content may not be distributed to individuals who are on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals. You warrant that you are not a national of Cuba, Iran, North Korea, Sudan, Syria or any country to which the United States embargoes goods, and that you are not a person on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals. You further warrant that you will abide by U.S. and other applicable export control laws.

19. **Miscellaneous.** You are solely responsible for your familiarity and compliance with any laws that may prohibit you from participating in or using any part of the Services. If any provision of this Agreement is held to be invalid or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the Parties, and all other provisions will remain in full force and effect. Adobe's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Adobe in writing. Your rights hereunder may not be assigned or transferred to any third party. Each Party will provide the other with written notice under this Agreement by sending the other party notice as follows: (a) for you, notice will be sent to the e-mail address associated with your account, and (b) for Adobe, notice will be sent to Adobe Systems Incorporated, 345 Park Avenue, San Jose, CA 95110, Attention: General Counsel. In the event these terms and conditions and the Adobe Online Privacy Policy conflict, the documents shall have the following order of precedence: (i) these terms and conditions, and (ii) the Adobe Online Privacy Policy. These terms and conditions, including the Adobe Online Privacy

Policy, constitute the entire agreement between you and Adobe and supersede all prior agreements, representations, and understandings between the Parties regarding the subject matter contained herein.

Last Updated: May 22, 2008.

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