

## ADOBE Software License Agreement

By installing or using all or any portion of this Software (defined below), you accept all the terms and conditions of this Software License Agreement ("**Agreement**") between you and Adobe. You must not use the Software if: (a) you do not agree to the terms of this Agreement; (b) you are not of legal age to form a binding contract with Adobe; or (c) you are a person barred from receiving this Software under the laws of the United States or other countries.

Another agreement between you and Adobe (e.g., a volume license agreement) may supersede all or portions of this Agreement. The terms of the former will control where it conflicts with this Agreement.

The Software may cause your Computer to automatically connect to the Internet. The Software may also require activation or registration. Additional information on activation, Internet connectivity, and privacy is available in Sections 6 and 7.

### 1. Definitions.

1.1 "**Adobe**" means Adobe Inc., a Delaware corporation, located at 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.

1.2 "**Adobe Online Services**" means Adobe's web-enabled services and content hosted by Adobe or Adobe's affiliates.

1.3 "**Computer**" means a virtual machine or physical electronic device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions, including without limitation desktop computers, laptops, tablets, mobile devices, telecommunication devices, Internet-connected devices, and hardware products capable of operating a wide variety of productivity, entertainment, or other software applications, that conforms to the system requirements of the Software as specified in the Documentation.

1.4 "**Content Files**" means any sample and stock images, sounds, artistic works, or files bundled with, or provided in the Software by Adobe, and not by a third party.

1.5 "**Documentation**" means the technical usage guidelines and descriptions of the Software, including a description of the Software's design and intended purpose, published by Adobe, and excludes any forum or content by any third party.

1.6 "**Internal Network**" means a private, proprietary network resource accessible only by employees and individual contractors (i.e., temporary employees) of a 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.

1.7 "**License Term**" means the period of time that you are permitted to use the Software, and is specified in the applicable sales documentation (e.g., sales order, purchase receipt, or other purchase confirmation).

1.8 "**Output File**" means an output file that you create with the Software.

1.9 "**Permitted Number**" means one, unless otherwise indicated under a valid license (e.g., volume license) granted by Adobe.

1.10 "**Software**" means all software files, data, information, content, fonts, and documents provided with or in connection with this Agreement, including 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.

**2.1 License Grant.** The Software is licensed, not sold. Subject to your continuous compliance with this Agreement, Adobe grants you a non-exclusive, non-transferrable, limited license to install and use the Software in a manner consistent with its design and intended purpose: (a) in the territory or region where you obtained the Software from Adobe or Adobe's authorized reseller or as otherwise stated in the applicable sales documentation ("**Territory**"); (b) during the License Term; and (c) within the scope of the License Type and on the Permitted Number of Computer(s) as specified in the applicable sales documentation. Unless otherwise defined in this Agreement, in the applicable Documentation, or at the time of purchase, the License Term is limited to 12 months from the date of purchase.

**2.2 License Types.** One or more of the following license terms may apply.

**2.2.1 Non-Serialized or Prerelease Software.** All or portions of the Software, that are provided without a serial number, or are designated as prerelease software, trial, starter, product sampler, not-for-resale, or for evaluation purposes (collectively, "**Prerelease Software**"), may only be installed and used on Computers during the License Term for internal demonstration, evaluation, or training purposes only, and only if any Output Files or other materials produced through such use are for internal, non-commercial, and non-production purposes. Prerelease Software is provided "as-is." Access to and use of Prerelease Software and any Output Files created with Prerelease Software is entirely at your own risk. Prerelease Software may not represent the final product, and may contain bugs, errors, and other problems that could cause system or other failures and data loss. If you received the Prerelease Software pursuant to a separate written agreement, such as the Adobe Inc. License Agreement for Prerelease Software, then your use of the Software is also governed by that agreement and its terms will control in the event of any conflict with this Agreement. Upon the earlier of Adobe's request or upon Adobe's commercial release of such Software, you will promptly return or destroy all copies of Prerelease Software.

**2.2.2 Restrictions on Personal Use.** Subject to the restrictions set forth in Section 2.2.3, as the primary user of the Computer on which the Software is installed under Section 2.1, you may install a second copy of the Software for your exclusive use on either a portable Computer or a Computer in your household, provided that the second copy of the Software is not used at the same time as the Software on the primary Computer.

**2.2.3 Restrictions on Secondary Use by Volume Licensees.** If the Software was obtained under an Adobe volume license program or agreement by any licensee other than an educational volume licensee, then the second copy of the Software made under this sub-section must be used solely for the benefit and business of that volume licensee.

**2.2.4 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 and Windows operating system platforms on a device that runs both 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 Customer on the same media.

**2.2.5 Distribution from a Server.** You may copy an image of the Software onto a Computer file server within your Internal Network ("**Server**") for the purpose of downloading and installing the Software onto Computers within the same Internal Network for use only as permitted by this Section 2.

### 2.3 Server Use.

**2.3.1** As permitted in a separate purchasing document or Documentation and subject to license restrictions stated in this Agreement, you may install the Software on a Server only for the purpose of allowing an individual from a Computer within the same Internal Network ("**Network User**") to access and use the Software. You must purchase a license for each Network User that may have access to the Software.

**2.3.2** For clarification and without limitation, you must not 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 web hosted 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, such as RPA or similar) unless permitted in your separate purchasing document.

### 3. Restrictions and Requirements.

**3.1 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.

**3.2 No Modifications, Reverse Engineering.** Except as otherwise expressly permitted in this Agreement, you may not (a) modify, port, adapt or translate any portion of the Software; or (b) reverse engineer (including but not limited to monitoring or tracking the inputs and outputs flowing through a system or an application in order to recreate that system), decompile, disassemble, or otherwise attempt to discover, within the Software, the source code, or any portion of the Software data representations or underlying algorithms, processes and methods. If the laws of your jurisdiction give you the right to decompile the Software to obtain information necessary to render the licensed portions of the Software interoperable with other software, you must first request such information from Adobe. Adobe may, in its discretion, either provide such information to you or impose reasonable conditions, including a reasonable fee, on your decompilation of the Software to ensure protection of Adobe and Adobe's suppliers' proprietary rights.

**3.3 No Unbundling.** The Software may include various applications and components, may allow access to different Adobe Online Services, 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 on Computers as permitted herein. Unless otherwise stated in the Documentation, 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.

**3.4 Adobe Online Services and Distributed Code.** If your license includes access to Adobe Online Services, application program interfaces ("APIs"), sample application code, software development kit ("SDK"), or other distributed code, your use of the Adobe Online Services, APIs, sample application code, SDK, or other distributed code is subject to applicable additional terms.

**3.5 Third Party Online Services.** The Software may facilitate your access to websites maintained by third parties offering goods, information, software, and services ("Third Party Online Services"). Your access to and use of any Third Party Online Services is governed by the terms and conditions found on such site(s) or otherwise associated with such 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.

**3.6 Third Party Services and Software.** The Software may include third party services and software, and you are responsible for complying with any and all third-party terms that apply. Some third-party terms that may be applicable to your use of the Software are available at <http://www.adobe.com/go/thirdparty>. Access to third party services and software is provided for convenience only, and Adobe has no responsibility for such third party services and software.

**3.7 Proprietary Notices.** Any permitted copy of the Software (including without limitation Documentation) that you make must contain the same copyright and other proprietary notices that appear on or in the Software.

**3.8 Content Files.** Unless stated otherwise in the "Read-Me" files, Documentation, or other license(s) associated with the Content Files, you may use, display, modify, reproduce, and distribute any of the Content Files. However, you must not distribute the Content Files on a standalone basis (i.e., in circumstances in which the Content Files constitute the primary value of the product being distributed), and you must not claim any

trademark rights in the Content Files or derivative works thereof. Nothing stated herein affects the ownership of the Software as stated in Section 3.11.

**3.9 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 will not use or offer the Software on a hosted or service bureau basis. Section 12.4 provides a limited exception for Font Software only.

**3.10 Territory.** You will only use the Software and access the Adobe Online Services in the Territory and in a manner consistent with the activation policy described at <http://www.adobe.com/go/activation>. Adobe may terminate this license if Adobe determines that you are using the Software outside the Territory or in violation of the activation policy.

**3.11 Intellectual Property Ownership.** Adobe retains all rights, title, and interest in the Software and any copies of the Software made by you. Adobe does not grant you any rights to patents, copyrights, trade secrets, trademarks, or any other rights in respect to the items in the Software. Adobe reserves all rights not granted under this Agreement. The structure, organization, and source code of the Software are the valuable trade secrets and confidential information of Adobe 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. All rights not expressly granted are reserved by Adobe and its suppliers.

#### **4. Compliance with Licenses.**

If you are a business, company, or organization, you agree that, in addition to any license compliance checking performed by the Software, Adobe or its authorized representative have the right, no more than once every twelve months, upon seven business days' prior notice to you, to inspect all your records, systems, and facilities, including serial numbers and related information, to verify that your use of any and all Adobe software or service is in conformity with valid licenses from Adobe. For example, Adobe has the right to your records useful to determine whether installations of the Software have been serialized, and you must provide such records to Adobe promptly upon request by Adobe. Additionally, you must provide Adobe with all records and information requested by Adobe in order to verify that your use of any and all Adobe software is in conformity with valid licenses from Adobe within thirty days of Adobe's request. You will provide reasonable assistance to Adobe, and will reasonably cooperate with any such inspection pursuant to this paragraph. If the verification discloses a shortfall in licenses for the Software, you will immediately acquire any necessary licenses, subscriptions, and any applicable back maintenance and support. If the underpaid fees exceed 5% of the value of the payable license fees, then you will also pay for Adobe's reasonable cost of conducting the verification.

#### **5. Updates.**

If the Software is an Update to a prior version of Adobe software (the "**Prior Version**"), then your use of this Update is conditional upon your retention of the Prior Version. If you wish to use this Update in addition to the Prior Version, then you may only do so on the same Computer on which both the Prior Version and Update are installed and used. Any obligations that Adobe may have to support Prior Versions during the License Term may end upon the availability of this Update. No other use of the Update is permitted. Additional Updates may be licensed to you by Adobe with additional or different terms.

#### **6. Privacy.**

**6.1 Privacy.** For information about how Adobe collects, uses, shares, or otherwise processes information about you and your use of the Software, please see Adobe's privacy policy: <http://www.adobe.com/go/privacy>. You have the option to manage preferences at <https://www.adobe.com/privacy/opt-out.html>.

**6.2 Our Access to Your Content.** Where permitted by law, Adobe will only access or view the Output Files in limited ways. For example, Adobe may need to access or view Output Files to (a) respond to feedback or support

requests; (b) detect, prevent, or otherwise address fraud, security, legal, or technical issues; (c) develop, improve, customize, and operate the Software; and (d) enforce the Agreement. To learn more about the machine learning we do, go to [http://www.adobe.com/go/machine\\_learning](http://www.adobe.com/go/machine_learning).

## 7. Connectivity.

**7.1 Automatic Connections to the Internet.** The Software may cause your Computer to connect to the Internet without notice to communicate with an Adobe website or domain to validate your right to access and use the Software, assist with the installation process, or provide you with additional information, features, or functionality (such as Adobe Online Services).

**7.2 Adobe Online Services.** Access to Adobe Online Services requires your assent to additional terms such as the General Terms of Use available at <http://www.adobe.com/go/terms>, and it may require a separate membership or fee. In some cases, Adobe Online Services may appear as a feature or extension within the Software even though it is hosted on a website, or Adobe Online Services may appear as an extension within your browser. Adobe reserves the right to begin charging a fee for access to or use of Adobe Online Services that were previously offered at no charge. If your Computer is connected to the Internet, the Software may, without additional notice, update downloadable materials from these Adobe Online Services so as to provide immediate availability of these Adobe Online Services even when you are offline. The 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 of the Adobe Online Services.

**7.3 Activation and Validation.** The Software may require you to: (a) obtain an Adobe ID; (b) activate or reactivate the Software; (c) register the Software; or (d) validate your membership. The Software also may connect to the Internet to check for updates available for download, and, depending on preference, automatically download and install the updates. The Software will collect and transmit information to Adobe as further described at <http://www.adobe.com/go/activation>. Adobe may use such information to detect or prevent fraudulent or unauthorized use. Failure to activate or register the Software, validate the membership, or a determination by Adobe of fraudulent or unauthorized use of the Software may result in reduced functionality, inoperability of the Software, or a termination or suspension of the membership.

**7.4 Deactivation.** You may deactivate and uninstall the Software from its Computer in order to install and activate the Software on another Computer in accordance with this Agreement ("**Deactivation**") and as further described in <http://www.adobe.com/go/activation>. Deactivation requires Internet connectivity.

**7.5 Digital Certificates.** The Software uses digital certificates (as described in Section 12) to help you identify downloaded files (e.g., applications and content), to sign and validate signatures within Portable Document Format ("**PDF**") documents, and to validate certified PDF documents. Your Computer may connect to the Internet at the time of validation of a digital certificate.

**7.6 Peer-to-Peer Communications.** The Software may use your connection to a local area network without notice to automatically 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.

## 8. Limited Warranty and Indemnification.

**8.1** Adobe warrants that the Software will perform substantially when you (as the entity that first purchases a license for the Software for use pursuant to the Agreement) follow the applicable Documentation for the Software for a period of 90 days following receipt of the Software ("**Warranty Period**") when used on the Computer. Non-substantial variation of performance from the applicable Documentation does not establish a warranty right. Your sole and exclusive remedy will be limited to either, at Adobe's option: support of the Software based on the warranty claim; replacement of the Software; or, if support or replacement is not

practicable based on Adobe's determination, refund of the license fee you paid for the Software (if any). This limited warranty does not apply to the following, which are made available AS-IS and without warranty from Adobe: (i) patches; (ii) Font Software; (iii) Prerelease Software; (iv) websites, Adobe Online Services, and Third Party Online Services; (v) digital certificates (see Section 12); and (vi) any software made available by Adobe for free via web download from an Adobe website. All warranty claims must be made, along with proof of purchase, to Adobe Customer Support within the Warranty Period. Additional information on warranty claims is available at <http://www.adobe.com/go/support>.

**8.2 The limited warranty set forth in this section gives you specific legal rights. You may have additional rights under law which may vary from jurisdiction to jurisdiction. Adobe does not seek to limit your warranty rights to any extent not permitted by law.** Please see Section 12 for jurisdiction-specific provisions.

8.3 You will indemnify Adobe and its subsidiaries, affiliates, officers, agents, employees, partners, and licensors from any third-party claim, demand, loss, or damage, including reasonable attorneys' fees, arising out of or related to your use of the Software or your violation of the Agreement.

## 9. Disclaimer of Warranties.

9.1 Except for the limited warranty in Section 8 and statutory warranties and remedies, Adobe, its affiliates, suppliers, and Certificate Authorities (defined below) disclaim all warranties, express or implied, including the implied warranties of non-infringement, merchantability, and fitness for a particular purpose. We make no commitments about the content within the Software. We further disclaim any warranty that (A) the Software will meet your requirements or will be constantly available, uninterrupted, timely, secure, or error-free; (B) the results obtained from the use of the Software will be effective, accurate, or reliable; (C) the quality of the Software will meet your expectations; or (D) any errors or defects in the Software will be corrected.

9.2 Adobe specifically disclaims all liability for any actions resulting from your use of the Software. You may use and access the Software at your own discretion and risk, and you are solely responsible for any damage to your computer system or loss of data that results from the use of and access to any Software.

9.3 If you post your content on Adobe's servers to publicly share through any Adobe Online Services, Adobe is not responsible for: (a) any loss, corruption, or damage to your content; (b) the deletion of content by anyone other than Adobe; or (c) the inclusion of your content by third parties on other websites or in other media.

## 10. Limitation of Liability.

10.1 Adobe, its affiliates, suppliers, and Certificate Authorities will not be liable to you or anyone else for any special, incidental, indirect, consequential, moral, exemplary, or punitive damages whatsoever, regardless of cause, including losses and damages (a) resulting from loss of use, data, reputation, revenue or profits, (b) based on any theory of liability, including breach of contract or warranty, negligence or other tortious action; or (c) arising out of or in connection with your use of or access to the Software. Nothing in this Agreement limits or excludes Adobe's liability for gross negligence, intentional misconduct of Adobe or its employees, death or personal injury.

10.2 Adobe's total aggregate liability in any matter arising out of or related to this Agreement is limited to the greater of (a) US \$100; or (b) the applicable amount paid for the Software.

10.3 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.

## 11. Termination.

11.1 This Agreement applies to your installation, access, and use of the Software until expiration of the License Term unless earlier terminated. Your rights under this Agreement will terminate automatically if you fail to comply with any of its terms or make timely payments. Termination of your account does not relieve you of any obligations to pay outstanding fees. Upon expiration or termination of the License Term, you must not use the Software, and some or all of the Software may cease to operate without notice.

11.2 **Survival.** The following sections will survive any expiration or termination of this Agreement: 3.11 (Intellectual Property Ownership), 6 (Privacy), 8.3 (Indemnification), 9 (Disclaimer of Warranties), 10 (Limitation of Liability), 11 (Termination), 13 (Export Rules), 14 (Governing Law and Dispute Resolution), and 15 (General Provisions). The survival of these provisions will not create or imply any continued right to access and use the Software after termination of the Agreement.

## 12. Specific Provisions and Exceptions.

This section sets forth specific provisions related to the Software and limited exceptions to the terms of this Agreement. The terms in this section will control where it conflicts with this Agreement.

### 12.1 No Prejudice; European Economic Area Provisions; Australia Mandatory Notice.

12.1.1 Nothing in this Agreement will 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 business purposes, this Agreement is subject to the Consumer Guarantees Act. As another example, for consumers in Germany who obtain the Software, this Agreement is subject to the German Product Liability Act.

12.1.2 If you obtained the Software in the European Economic Area ("EEA"), you usually reside in the EEA and you are a consumer (that is, your use of the Software is for personal, non-business related purposes), then Section 8 (Limited Warranty) 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 applicable Documentation (the "agreed upon functionalities") when used on the Computer. Non-substantial variation from the agreed upon functionalities will not establish any warranty rights. **This warranty does not apply to Prerelease Software, or to Font Software, or to the extent the Software fails to perform because it has been altered by you.** To make a warranty claim, you must notify Adobe Customer Support 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 and thereafter 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 repair 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 Adobe Customer Support.

12.1.3 Unless you are a German or Austrian consumer, please note that the provisions of Section 10 (Limitation of Liability) will continue to apply to any damages claims you make in respect of its use of the Software. You are advised to take all reasonable measures to avoid and reduce damages, such as making a backup copy of the Software and backup copies of your data. Nonetheless, Adobe will be liable for direct losses that are reasonably foreseeable in the event of a breach by Adobe of this Agreement. With the exception of any mandatory statutory liability, for German or Austrian consumers who obtained the Software in Germany or Austria and usually reside in that country, the following statutory liability applies: (a) Adobe will be liable only up to the amount of damages as typically foreseeable at the time of entering into the Agreement with respect to damages caused by a slightly negligent breach of a material contractual obligation; and (b) Adobe will not be liable for damages caused by a slightly negligent breach of a non-material obligation.

12.1.4 **Australian Consumer Law.** Nothing in this Agreement is intended to exclude, restrict, or modify any consumer rights under the Competition and Consumer Act 2010 (Cth) ("CCA") or any other legislation which

may not be excluded, restricted, or modified by agreement. If the CCA or any other legislation implies a condition, warranty, or term into the Agreement or provides statutory guarantees in connection with the Agreement, with respect to the goods or services supplied (if any), Adobe's liability for breach of such a condition, warranty, other term or guarantee is limited (at Adobe's election), to the extent it is able to do so: (a) in the case of supply of goods, Adobe doing any one or more of the following: (i) replacing the goods or supplying equivalent goods; (ii) repairing the goods; (iii) paying the cost of replacing the goods or of acquiring equivalent goods; and (iv) paying the cost of having the goods repaired; or (b) in the case of supply of services, Adobe doing either or both of the following: (i) supplying the services again; and (ii) paying the cost of having the services supplied again.

**12.2 Educational Software Product.** If the Software is an Educational Software Product (Software manufactured and distributed for use only by Educational End Users), you may not use the Software unless you qualify in your jurisdiction as an Educational End User. Please visit [http://www.adobe.com/go/edu\\_purchasing](http://www.adobe.com/go/edu_purchasing) to learn about eligibility. Please visit <http://www.adobe.com/go/store> and look for the link for Buying Adobe Products Worldwide to find an Adobe Authorized Academic Reseller.

### 12.3 Digital Certificates.

**12.3.1 Issuance.** Digital certificates are issued by third party certificate authorities ("**Certificate Authorities**") or can be self-signed.

**12.3.2 Terms and Conditions of Certificate Authority services.** 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.

**12.3.3 Acknowledgement.** You agree that: (a) the Software, due to configuration or external issues, might show a signature as valid despite the fact a digital certificate may have been revoked or expired prior to the time of verification; (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, your use of digital certificates is at your sole risk.**

**12.3.4 Third-Party Beneficiaries.** You agree that any Certificate Authority that you rely upon is a third-party beneficiary of this Agreement and has the right to enforce this Agreement in its own name as if it were Adobe.

**12.4 Font Software.** Notwithstanding the Adobe Fonts service that is governed by [Adobe Fonts Service Additional Terms](#), if the Software includes font software ("**Font Software**"):

**12.4.1** 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).

**12.4.2** 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.

**12.4.3** You may take a copy of the font(s) used for a particular file to a commercial printer or other service bureau, and such service bureau may use the font(s) to process its file, provided such service bureau has a valid license to use that particular Font Software.

**12.4.4** You may embed copies of the Font Software into your electronic documents for the purpose of printing, viewing, and editing the electronic document. No other embedding rights are implied or permitted under this Agreement.

**12.4.5** As an exception to the above, the fonts listed at [http://www.adobe.com/go/restricted\\_fonts](http://www.adobe.com/go/restricted_fonts) are included with the Software only for purposes of operating the Software user interface and not for inclusion



within any Output Files. Such listed fonts are not licensed under this Section 12.4. 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 for operating the Software.

**12.5 Key.** The Software may include 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.

### **13. Export Rules.**

The Software and your use of the Software is subject to laws, restrictions, and regulations of the U.S. and international laws that (i) may govern the import, export, and use of the Software, and (ii) may prohibit Adobe from providing the Software to you without notice. By using the Software, you agree to comply with all such laws, restrictions, and regulations, and you warrant that you are not prohibited from receiving the Software by the laws of your jurisdiction.

### **14. Governing Law and Dispute Resolution.**

**14.1 Process.** If you have any concern or dispute, you agree to first try to resolve the dispute informally by contacting us. If a dispute is not resolved within 30 days of receipt by us, any resulting legal actions must be resolved through final and binding arbitration, including any question of whether arbitration is required, except that you may assert claims in small claims court if your claims qualify. Claims related to the Agreement or Software are permanently barred if not brought within one year of the event resulting in the claim.

**14.2 Rules.** If you reside in the Americas, JAMS will administer the arbitration in Santa Clara County, California pursuant to its Comprehensive Arbitration Rules and Procedures. If you reside in Australia, New Zealand, Japan, mainland China, Hong Kong, Macau, Taiwan, South Korea, India, Sri Lanka, Bangladesh, Nepal, or a member state of the Association of Southeast Asian Nations ("**ASEAN**"), then the Singapore International Arbitration Centre ("**SIAC**") will administer the arbitration in Singapore under its Rules of Arbitration, which rules are deemed to be incorporated by reference in this section. Otherwise, the London Court of International Arbitration ("**LCIA**") will administer the arbitration in London under the LCIA Arbitration Rules. There will be one arbitrator that you and Adobe mutually select. The arbitration will be conducted in the English language, but any witness whose native language is not English may give testimony in the witness' native language, with simultaneous translation into English (at the expense of the party presenting the witness). Judgment upon the award rendered may be entered and will be enforceable in any court of competent jurisdiction having jurisdiction over you and us.

**14.3 No Class Actions.** You may only resolve disputes with Adobe on an individual basis, and you may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action.

### **15. General Provisions.**

**15.1 Entire Agreement.** This Agreement contains the entire understanding of you and Adobe relating to the subject matter and supersedes all earlier agreements, understandings, proposals, discussions, negotiations, representations and warranties, both written and oral, regarding the subject matter.

**15.2 No Waiver.** Adobe's failure to enforce or exercise any provision of this Agreement is not a waiver of that provision.

**15.3 Compliance.** 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); 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 into this Agreement.

**15.4 Notice to U.S. Government End Users.** If you are a U.S. Government entity, or if the Agreement becomes subject to the Federal Acquisition Regulations ("**FAR**"), then, the Software is a "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," and services related thereto, 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. Federal 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 are reserved under the laws of the United States- Adobe Inc., 345 Park Avenue, San Jose, CA 95110-2704, USA.

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 the Software to contact the Adobe office serving your jurisdiction.

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