

ADOBE
Software License Agreement

NOTICE TO USER: PLEASE READ THIS AGREEMENT CAREFULLY. BY COPYING, INSTALLING OR USING ALL OR ANY PORTION OF THE SOFTWARE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING, IN PARTICULAR THE LIMITATIONS ON: USE CONTAINED IN SECTION 2; TRANSFERABILITY IN SECTION 4; WARRANTY IN SECTIONS 6 AND 7; LIABILITY IN SECTION 8; AND SPECIFIC PROVISIONS AND EXCEPTIONS IN SECTION 14. YOU AGREE THAT THIS AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. THIS AGREEMENT IS ENFORCEABLE AGAINST YOU AND ANY LEGAL ENTITY THAT OBTAINED THE SOFTWARE AND ON WHOSE BEHALF IT IS USED: FOR EXAMPLE, IF APPLICABLE, YOUR EMPLOYER. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE THE SOFTWARE. VISIT <http://www.adobe.com/support> FOR TERMS OF AND LIMITATIONS ON RETURNING THE SOFTWARE FOR A REFUND.

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

ADOBE AND ITS SUPPLIERS OWN ALL INTELLECTUAL PROPERTY IN THE SOFTWARE. THE SOFTWARE IS LICENSED, NOT SOLD. ADOBE PERMITS YOU TO COPY, DOWNLOAD, INSTALL, USE, OR OTHERWISE BENEFIT FROM THE FUNCTIONALITY OR INTELLECTUAL PROPERTY OF THE SOFTWARE ONLY IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. USE OF SOME THIRD PARTY MATERIALS AND SERVICES INCLUDED IN OR ACCESSED THROUGH THE SOFTWARE MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS TYPICALLY FOUND IN A SEPARATE LICENSE AGREEMENT, TERMS OF USE OR "READ ME" FILE LOCATED WITHIN OR NEAR SUCH MATERIALS AND SERVICES OR AT http://www.adobe.com/products/eula/third_party.

THE SOFTWARE MAY INCLUDE PRODUCT ACTIVATION AND OTHER TECHNOLOGY DESIGNED TO PREVENT UNAUTHORIZED USE AND COPYING, AND TECHNOLOGY TO HELP YOU MANAGE LICENSES. SUCH TECHNOLOGY MAY PREVENT YOUR USE OF THE SOFTWARE IF YOU DO NOT FOLLOW THE ACTIVATION, INSTALLATION, AND/OR LICENSE MANAGEMENT PROCESS DESCRIBED IN THE SOFTWARE AND DOCUMENTATION. VISIT <http://www.adobe.com/support> FOR INFORMATION ABOUT PRODUCT ACTIVATION AND LICENSE MANAGEMENT.

1. Definitions.

"Adobe" means Adobe Systems Incorporated, a Delaware corporation, 345 Park Avenue, San Jose, California 95110, if subsection 10 (a) of this agreement applies; otherwise it means Adobe Systems Software Ireland Limited, Unit 3100, Lake Drive, City West Campus, Saggart D24, Republic of Ireland, a company organized under the laws of Ireland and an affiliate and licensee of Adobe Systems Incorporated.

"Adobe Run-Time" means that portion of the Software required in order for the End User Product to operate on hardware on which the Software itself is not resident.

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

"End User Product" means an Output File, which contains the Adobe Run-Time, generated by you. Examples of End User Products include the courseware, presentations, demonstration files, interactive multimedia material, interactive entertainment products and the like.

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

"Output File" means an output file generated by you using the Software.

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

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

2. Software License. If you obtained the Software from Adobe or one of its authorized licensees and as long as you comply with the terms of this agreement, Adobe grants you a non-exclusive license to use the Software in the manner and for the purposes described in the Documentation, as further set forth below. See Section 14 for specific provisions related to the use of certain products and components, including font software, Acrobat, After Effects, Breeze Presenter, Bridge, ColdFusion, Contribute, Flash and Flash Player, and Version Cue.

2.1 General Use. You may install and use one copy of the Software on up to the Permitted Number of your compatible Computers; or

2.2 Server Deployment. You may install the Permitted Number of copies of the Software on the Permitted Number of Computer file server(s) within your Internal Network for the purpose of downloading and installing the Software on up to the Permitted Number of Computers within the same Internal Network; or

2.3 Server Use. You may install the Permitted Number of copies of the Software on the Permitted Number of Computer file server(s) within your Internal Network only for use of the Software initiated by an individual through commands, data or instructions (e.g., scripts) from a Computer within the same Internal Network. The total number of users (not the concurrent number of users) permitted to use the Software on such Computer file server(s) may not exceed the Permitted Number. No other network installation or access (either directly or through commands, data or instructions) is permitted, including, but not limited to: (i) from or to a Computer not part of your Internal Network, (ii) for enabling web hosted workgroups or services available to the public, (iii) 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, (iv) as a component of a system, workflow or service accessible by more than the Permitted Number of users, or (v) for operations not initiated by an individual user (e.g., high-volume automated server processing of wire feed content); and

2.4 Portable or Home Computer Use. Subject to the important restrictions set forth in Section 2.5 below, the primary user of the Computer on which the Software is installed ("Primary User") may install a second copy of the Software for his or her exclusive use on either a portable Computer or a Computer located at his or her home, provided that the Software on the portable or home Computer is not used at the same time as the Software on the primary Computer. You may be required to contact Adobe in order to make a second copy.

2.5 Restrictions on Secondary Use by Volume Licensees. If the Software was obtained under an Adobe volume license program (currently known as Adobe Open Options) by any licensee other than an educational volume licensee, the second copy of the Software made under Section 2.4 must be used solely for the benefit and business of that volume licensee. For more information about secondary use by volume licensees, please visit our website at <http://www.adobe.com/aboutadobe/openoptions>.

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

2.7 Run-Time Distribution. You may make copies of the End User Product, and the associated Adobe Run-Time, and distribute those copies; provided, however, that (a) the Adobe Run-Time may not be distributed or used other than as bundled with the Output File as part of the End User Product, and (b) you shall make use of the Adobe Run-Time by each distributee subject to the distributee's agreement that no title to, or ownership rights in, the Adobe Run-Time are transferred and that the End User Product, including the Adobe Run-Time, shall not be reverse compiled or disassembled. In addition, you may not distribute an End User Product for purposes of replaying the courseware, presentations, interactive multimedia material, interactive entertainment products and the like of others.

2.8 Content Files. Unless stated otherwise in the "Read-Me" files associated with the Content Files, which may include specific rights and restrictions with respect to such materials, you may display, modify, reproduce and distribute any of the Content Files. However, you may not distribute the Content Files on a stand-alone basis (i.e., in circumstances in which the Content Files constitute the primary value of the product being distributed). Content Files may not be used in the production of libelous, defamatory, fraudulent, lewd, obscene or pornographic material or any material that infringes upon any third party intellectual property rights or in any otherwise unlawful manner. You may not claim any trademark rights in the Content Files or derivative works thereof. Content Files do not include stock photographs or other content not bundled with Adobe software, for example, images obtained through the Adobe Stock Photos service.

2.9 Sample Application Code. Unless otherwise set forth in the documentation relating to such code and/or the Software or in a separate agreement between you and Adobe, you may modify the source code form of those portions of such software programs that are identified as sample code, sample application code, or components (each, "Sample Application Code") in the accompanying documentation solely for the purposes of designing, developing and testing websites and website applications developed using Adobe software programs; provided, however, you are permitted to copy and distribute the Sample Application Code (modified or unmodified) only if all of the following conditions are met: (1) you distribute the compiled object Sample Application Code with your application; (2) you do not include the Sample Application Code in any product or application designed for website development; and (3) you do not use the Adobe name, logos or other Adobe trademarks to market your application. You agree to indemnify, hold harmless and defend Adobe from and against any loss, damage, claims or lawsuits, including attorney's fees, that arise or result from the use or distribution of your application.

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

4. Restrictions.

4.1 Notices. You may not copy the Software except as set forth in Section 2 and 14. Any permitted copy of the Software that you make must contain the same copyright and other proprietary notices that appear on or in the Software.

4.2 No Modifications. Except as permitted in Section 14, you may not modify, adapt or translate the Software. You may not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software except to the extent you may be expressly permitted under applicable law to decompile only in order to achieve interoperability with the Software.

4.3 No Unbundling. The Software may include various applications, utilities and components, may support

multiple platforms and languages and may be provided to you on multiple media or in multiple copies. Nonetheless, the Software is designed and provided to you as a single product to be used as a single product on Computers as permitted by Sections 2 and 14. You are not required to use all component parts of the Software, but you may not unbundle the component parts of the Software for use on different Computers. You may not unbundle or repackage the Software for distribution, transfer or resale. See Section 14 for specific exceptions to this Section.4.3.

4.4 No Transfer. YOU MAY 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 PERMITTED HEREIN. You may, however, permanently transfer all your rights to use the Software to another individual or legal entity provided that: (a) you also transfer (i) this agreement, (ii) the serial number(s), the Software and all other software or hardware bundled, packaged or pre-installed with the Software, including all copies, upgrades, updates and prior versions, and (iii) all copies of font software converted into other formats to such individual or entity; (b) you retain no upgrades, updates or copies, including backups and copies stored on a computer; and (c) the receiving party accepts the terms and conditions of this agreement and any other terms and conditions under which you purchased a valid license to the Software. **NOTWITHSTANDING THE FOREGOING, YOU MAY NOT TRANSFER EDUCATION, PRE-RELEASE, OR NOT FOR RESALE COPIES OF THE SOFTWARE.** Prior to a transfer Adobe may require that you and the receiving party confirm in writing your compliance with this agreement, provide Adobe with information about yourselves, and register as end-users of the Software. Allow 4-6 weeks to transfer. Please visit <http://www.adobe.com/support> or contact Adobe's Customer Support Department for more information.

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

6. LIMITED WARRANTY. Except as may be otherwise provided in Section 14, Adobe warrants to the individual or entity that first purchases a license for the Software for use pursuant to the terms of this agreement that the Software will perform substantially in accordance with the Documentation for the ninety (90) day period following receipt of the Software when used on the recommended operating system and hardware configuration. Non-substantial variation of performance from the Documentation does not establish a warranty right. **THIS LIMITED WARRANTY DOES NOT APPLY TO PATCHES, FONT SOFTWARE CONVERTED INTO OTHER FORMATS, PRE-RELEASE (BETA), TRYOUT, STARTER, EVALUATION, PRODUCT SAMPLER, OR NOT FOR RESALE (NFR) COPIES OF SOFTWARE, OR WEBSITES, ONLINE SERVICES OR CD SERVICES (See Section 14).** All warranty claims must be made, along with proof of purchase, to the Adobe Customer Support Department within such ninety (90) day period. Visit the Adobe Customer Support pages at <http://www.adobe.com/support> for more information about warranty claims. If the Software does not perform substantially in accordance with the Documentation, the entire liability of Adobe and its affiliates and your exclusive remedy will be limited to either, at Adobe's option, replacement of the Software or refund of the license fee you paid for the Software. **THE LIMITED WARRANTY SET FORTH IN THIS SECTION GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE ADDITIONAL RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.** For further warranty information, please see the jurisdiction specific provisions at the end of this agreement, if any, or contact the Adobe Customer Support Department.

7. DISCLAIMER. THE FOREGOING LIMITED WARRANTY IS THE ONLY WARRANTY MADE BY ADOBE AND ITS AFFILIATES AND STATES THE SOLE AND EXCLUSIVE REMEDIES FOR ADOBE, ITS AFFILIATES OR SUPPLIERS' BREACH OF WARRANTY. EXCEPT FOR THE FOREGOING LIMITED WARRANTY AND ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO YOU IN YOUR JURISDICTION, ADOBE AND ITS AFFILIATES AND SUPPLIERS PROVIDE THE SOFTWARE AND ACCESS TO ANY WEBSITES, ONLINE SERVICES AND CD SERVICES 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 MATTER, INCLUDING BUT NOT LIMITED TO PERFORMANCE, SECURITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, INTEGRATION, MERCHANTABILITY, QUIET ENJOYMENT, SATISFACTORY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME STATES. The provisions of Sections 7 and Section 8 will survive the termination of this agreement, howsoever caused, but this will not imply or create any continued right to use the Software after termination of this Agreement.

8. LIMITATION OF LIABILITY. EXCEPT FOR THE EXCLUSIVE REMEDY SET FORTH ABOVE AND AS OTHERWISE PROVIDED IN SECTION 14, IN NO EVENT WILL ADOBE OR ITS AFFILIATES OR SUPPLIERS BE LIABLE TO YOU FOR ANY LOSS, DAMAGES, CLAIMS OR COSTS WHATSOEVER INCLUDING ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, ANY LOST PROFITS OR LOST SAVINGS, ANY DAMAGES RESULTING FROM BUSINESS INTERRUPTION, PERSONAL INJURY OR FAILURE TO MEET ANY DUTY OF CARE, OR CLAIMS BY A THIRD PARTY, EVEN IF AN ADOBE REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. ADOBE'S AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE, IF ANY. THIS LIMITATION WILL APPLY EVEN IN THE EVENT OF A FUNDAMENTAL OR MATERIAL BREACH OR A BREACH OF THE FUNDAMENTAL OR MATERIAL TERMS OF THIS AGREEMENT. THIS LIMITATION OF LIABILITY MAY NOT BE VALID IN SOME STATES. Nothing contained in this agreement limits Adobe's liability to you in the event of death or personal injury resulting from Adobe's negligence or for the tort of deceit (fraud). Adobe is acting on behalf of its affiliates 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 the Adobe Customer Support Department.

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

10. Governing Law. This agreement will be governed by and construed in accordance with the substantive laws in force in: (a) the State of California, if a license to the Software is purchased when you are in the United States, Canada, or Mexico; or (b) Japan, if a license to the Software is purchased when you are in Japan, China, Korea, or other Southeast Asian country where all official languages are written in either an ideographic script (e.g., hanzi, kanji, or hanja), and/or other script based upon or similar in structure to an ideographic script, such as hangul or kana; or (c) England, if a license to the Software is purchased when you are in any jurisdiction not described above. The respective courts of Santa Clara

County, California when California law applies, Tokyo District Court in Japan, when Japanese law applies, and the competent courts of London, England, when the law of England applies, shall each have non-exclusive jurisdiction over all disputes relating to this agreement. This agreement will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

11. General Provisions. If any part of this agreement is found void and unenforceable, it will not affect the validity of the balance of this agreement, which will remain valid and enforceable according to its terms. This agreement will not prejudice the statutory rights of any party dealing as a consumer. For example, for consumers in New Zealand who obtain the Software for personal, domestic or household use (not business purposes), this agreement is subject to the Consumer Guarantees Act. This agreement may only be modified by a writing signed by an authorized officer of Adobe. The English version of this agreement will be the version used when interpreting or construing this agreement. This is the entire agreement between Adobe and you relating to the Software and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Software.

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

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. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §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. You agree that when licensing Adobe Software for acquisition by the U.S. Government, or any contractor therefore, you 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 will be incorporated by reference in this agreement.

13. Compliance with Licenses. If you are a business, company or organization, you agree that upon request from Adobe or its authorized representative you will within thirty (30) days fully document and certify that use of any and all Adobe software at the time of the request is in conformity with your valid licenses from Adobe.

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

14.1 Limited Warranty for Users Residing in Germany or Austria. If you obtained the Software in Germany or Austria, and you usually reside in such country, then Section 6 does not apply; instead, Adobe warrants that the Software provides the functionalities set forth in the Documentation (the "agreed upon functionalities") for the limited warranty period following receipt of the Software when used on the recommended hardware configuration. As used in this Section, "limited warranty period" means one (1) year if you are a business user and two (2) years if you are not a business user. Non-substantial variation

from the agreed upon functionalities will not and does not establish any warranty rights. THIS LIMITED WARRANTY DOES NOT APPLY TO SOFTWARE PROVIDED TO YOU FREE OF CHARGE, FOR EXAMPLE, UPDATES, PRE-RELEASE, TRYOUT, STARTER, PRODUCT SAMPLER AND NOT FOR RESALE (NFR) COPIES OF SOFTWARE, OR TO FONT SOFTWARE CONVERTED INTO OTHER FORMATS, WEB SITES, ONLINE SERVICES, CD SERVICES OR SOFTWARE THAT HAS BEEN ALTERED BY YOU, TO THE EXTENT SUCH ALTERATION CAUSED A DEFECT. To make a warranty claim, during the limited warranty period you must return, at our expense, the Software and proof of purchase to the location where you obtained it. If the functionalities of the Software vary substantially from the agreed upon functionalities, Adobe is entitled -- by way of re-performance and at its own discretion -- to repair or replace the Software. If this fails, you are entitled to a reduction of the purchase price (reduction) or to cancel the purchase agreement (rescission). For further warranty information, please contact the Adobe Customer Support Department.

14.2 Limitation of Liability for Users Residing in Germany and Austria.

14.2.1 If you obtained the Software in Germany or Austria, and you usually reside in such country, then Section 8 does not apply. Instead, subject to the provisions in Section 14.2.2, Adobe and its affiliates' statutory liability for damages will be limited as follows: (i) Adobe and its affiliates will be liable only up to the amount of damages as typically foreseeable at the time of entering into the purchase agreement in respect of damages caused by a slightly negligent breach of a material contractual obligation and (ii) Adobe and its affiliates will not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation.

14.2.2 The aforesaid limitation of liability will not apply to any mandatory statutory liability, in particular, to liability under the German Product Liability Act, liability for assuming a specific guarantee or liability for culpably caused personal injuries.

14.2.3 You are required to take all reasonable measures to avoid and reduce damages, in particular to make back-up copies of the Software and your computer data subject to the provisions of this agreement.

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

14.4 Tryout, Product Sampler, NFR, Additional Terms. If the Software is tryout, starter, product sampler, or NFR software ("Tryout Software"), then the following Section applies. The Tryout Software may contain limited functionality and is to be used for demonstration and evaluation purposes only and not for your commercial purposes. YOUR USE OF TRYOUT SOFTWARE IS AT YOUR OWN RISK. SEE SECTIONS 7 and 8 FOR WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS WHICH GOVERN TRYOUT SOFTWARE.

14.5 Time Out Software. If the Software is a timeout version then it will cease operations after a designated period of time or number of launches following installation. The license hereunder will terminate after such period or number of launches unless extended by Adobe upon your acquisition of a full retail license. ACCESS TO ANY FILES OR OUTPUT CREATED WITH SUCH SOFTWARE OR ANY PRODUCT ASSOCIATED WITH SUCH SOFTWARE IS ENTIRELY AT YOUR OWN RISK.

14.6 Educational Software Product. If the Software accompanying this agreement is Educational Software Product (Software manufactured and distributed for use by only Educational End Users), you are not entitled to use the Software unless you qualify in your jurisdiction as an Educational End User. Please visit <http://www.adobe.com/education/purchasing> to learn if you qualify. To find an Adobe Authorized

Academic Reseller in your area, please visit <http://www.adobe.com/store> and look for the link for Buying Adobe Products Worldwide.

14.7. Font Software. If the Software includes font software --

14.7.1 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).

14.7.2 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.

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

14.7.4 You may convert and install the font software into another format for use in other environments, subject to the following conditions: A computer on which the converted font software is used or installed will be considered as one of your Permitted Number of Computers. Use of the font software you have converted will be pursuant to all the terms and conditions of this agreement. Such converted font software may be used only for your own customary internal business or personal use and may not be distributed or transferred for any purpose, except in accordance with Section 4.4 of this agreement.

14.7.5 You may embed copies of the font software into your electronic documents for the purpose of printing and viewing the document. If the font software you are embedding is identified as "licensed for editable embedding" on Adobe's website at <http://www.adobe.com/type/browser/legal/embeddingeula.html>, you may also embed copies of that font software for the additional purpose of editing your electronic documents. No other embedding rights are implied or permitted under this license.

14.8. Online Services.

14.8.1 The Software may rely upon or facilitate your access to websites maintained by Adobe or its affiliates or third parties offering goods, information, software and services (e.g., the Adobe Stock Photos service) ("Online Services"). Your access to and use of any website or online services is governed by the terms, conditions, disclaimers and notices found on such site or otherwise associated with such services, for example, the Terms of Use located at <http://www.adobe.com/misc/copyright.html>. Adobe may at any time, for any reason, modify or discontinue the availability of any website and Online Services.

14.8.2 Adobe does not control, endorse or accept responsibility for websites or Online Services offered by third parties. Any dealings between you and any third party in connection with a website or Online Services, including 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.

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

14.9 After Effects Professional Render Engine. If the Software includes the full version of Adobe After Effects Professional, then you may install an unlimited number of Render Engines on Computers within your Internal Network that includes at least one Computer on which the full version of the Adobe After Effects Professional software is installed. The term "Render Engine" means an installable portion of the Software that allows After Effects projects to be rendered but cannot be used to create or modify projects and does not include the complete After Effects user interface.

14.10 Bridge Component. If the Software includes Adobe Bridge, then as a limited exception to the restrictions on modification set forth in Section 4.2, you may customize the HTML portions of the Bridge start page.

14.11 Version Cue Software. If the Software includes Adobe Creative Suite software and the Version Cue software components, then as an alternative to installing and using a single copy of the Version Cue Workspace component with the other components of the Software as permitted in Section 2.1, you may install the Version Cue Workspace component on one file server within your Internal Network that includes at least one Computer on which Adobe Creative Suite software is installed. You may use Version Cue Workspace software only for the purpose of operating a workspace accessible only by Computers on such Internal Network. No other network use is permitted, including, but not limited to using the Software to enable web hosted workgroups or services available to the public.

14.12 Certified Documents. If the Software allows you to author and validate Certified Documents, then this Section applies.

14.12.1 Certified Documents and CD Services. A "Certified Document" or "CD" is a PDF file that has been digitally signed using (a) the Software CD feature set; (b) a certificate; and (c) a "private" encryption key that corresponds to the "public" key in the certificate. Authoring of a CD requires that you obtain a certificate from an authorized CD Service Provider. "CD Service Provider" is an independent third party service vendor listed at http://www.adobe.com/security/partners_cds.html. Validation of a CD requires CD Services from the CD Service Provider that issued the certificate. "CD Services" are services provided by CD Service Providers, including but not limited to (a) certificates issued by such CD Service Provider for use with the Software's CD feature set; (b) services related to issuance of certificates; and (c) other services related to certificates, including but not limited to verification services.

14.12.2 CD Service Providers. Although the Software provides CD authoring and validation features, Adobe does not supply the necessary CD Services required to use these features. Purchasing, availability and responsibility for the CD Services are between you and the CD Service Provider. Before you rely upon any CD, any digital signature applied thereto, and/or any related CD Services, you must first review and agree to the applicable Issuer Statement and this agreement. "Issuer Statement" means the terms and conditions under which each CD Service Provider offers CD Services (see the links on http://www.adobe.com/security/partners_cds.html), including for example any subscriber agreements, relying party agreements, certificate policies and practice statements, and Section 14.12 of this agreement. By validating a CD using CD Services, you acknowledge and agree that (a) the certificate used to digitally sign a CD may be revoked at the time of verification, making the digital signature on the CD appear valid when in fact it is not; (b) the security or integrity of a CD may be compromised due to an act or omission by the signer of the CD, the applicable CD Service Provider, or any other third party; and (c) you must read, understand, and be bound by the applicable Issuer Statement.

14.12.3 Warranty Disclaimer and Limitation of Liability. CD Service Providers offer CD Services solely in accordance with the applicable Issuer Statement. EXCEPT AS MAY BE PROVIDED IN AN ISSUER STATEMENT, YOUR USE OF CD SERVICES IS AT YOUR OWN RISK. SEE SECTIONS 7 AND 8 FOR WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS WHICH GOVERN CD SERVICES.

14.12.4 Indemnity. You agree to hold Adobe and any applicable CD Service Provider (except as expressly provided in its Issuer Statement) harmless from any and all liabilities, losses, actions, damages, or claims (including all reasonable expenses, costs, and attorneys fees) arising out of or relating to any use of, or reliance on, any CD Service, including, without limitation (a) reliance on an expired or revoked certificate; (b) improper verification of a certificate; (c) use of a certificate other than as permitted by any applicable Issuer Statement, this agreement or applicable law; (d) failure to exercise reasonable judgment under the circumstances in relying on the CD Services; or (e) failure to perform any of the obligations as required in an applicable Issuer Statement.

14.12.5 Third Party Beneficiaries. You agree that any CD Service Provider you utilize will be a third party beneficiary with respect to this Section of this agreement and that such CD Service Provider will have the right to enforce such provisions in its own name as if the CD Service Provider were Adobe.

14.13 Acrobat Professional and Acrobat 3D Feature.

14.13.1 Definitions.

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

14.13.1.2 "Extended Document" means a Portable Document Format file manipulated by Acrobat Professional or Acrobat 3D Software to enable the ability to locally save documents with filled-in PDF forms.

14.13.2 If the Software includes Acrobat Professional or Acrobat 3D, the Software includes enabling technology that allows you to enable PDF documents with certain features through the use of a digital credential located within the Software ("Key"). You agree not to access, attempt to access, control, disable, remove, use or distribute the Key for any purpose.

14.13.3 For any unique Extended Document, you may only either (a) Deploy such Extended Document to an unlimited number of unique recipients but shall not extract information from more than five hundred (500) unique instances of such Extended Document or any hardcopy representation of such Extended Document containing filled form fields; or (b) Deploy such Extended Document to no more than five hundred (500) unique recipients without limits on the number of times you may extract information from such Extended Document returned to you filled-in by such Recipients. Notwithstanding anything herein to the contrary, obtaining additional licenses to use Acrobat Professional or Acrobat 3D shall not increase the foregoing limits (that is, the foregoing limits are the aggregate total limits regardless of how many additional licenses to use Acrobat Professional or Acrobat 3D you may have obtained).

14.14 Acrobat 3D Capture Utility. If the Software includes the Acrobat 3D Capture Utility, in addition to installing the Software as permitted under Section 2 above, you may install such utility separately on a single Unix Computer.

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

14.16 Flash and Shockwave Player. Your rights to use any Flash player, projector, standalone player, plug-in, or ActiveX control provided to you as part of or with the Software shall be solely as set forth in the following link, http://www.adobe.com/products/eula/tools/flashplayer_usage.html. Your rights to use any Shockwave player, projector, standalone player, plug-in, or ActiveX control provided to you as part of or with the Software shall be solely as set forth in the following link, <http://www.adobe.com/products/eulas/players/shockwave/>. Unless and except as provided therein, you shall have no rights to use or distribute such software.

14.17 Flash, Professional Edition, In addition to the computer on which you install and use the Flash, Professional Edition, you may install and use the Flash Video Encoder provided with the copy of the Flash Professional software on a computer that is separate from the computer on which you have installed and use such copy of the Flash Professional software, provided that (a) the Flash Video Encoder is used solely in connection with content you create using Flash Professional software and (b) the Flash Video Encoder is not installed or used after the time you are no longer the primary user of the primary computer on which such copy of the Flash Professional software is installed.

14.18 Contribute Publishing Services. Subject to the Contribute Publishing Services software end user license agreement accompanying such software, you shall not connect to the Contribute Publishing Services software unless you have purchased a license to connect to such Contribute Publishing Services software for each individual who may connect to such Contribute Publishing Services software; provided, however, Trial Versions of Adobe Contribute software may install and connect to the Contribute Publishing Services software in accordance with the Contribute Publishing Services software end user license agreement.

14.19 ColdFusion Report Builder: You may install and use the Software on as many single computers as you need. You shall only use and/or read the output file created from the Software only with or on ColdFusion software. You shall not decrypt or reverse engineer any output file created from the Software.

14.20 Adobe Breeze Presenter. If the Software includes Adobe Breeze Presenter, then if you install or use the Adobe Breeze Player application (the "Breeze Player") in connection with the use of the Software, you agree that you will install and use the Breeze Player only on a desktop computer and not on any non-PC product, including, but not limited to, a web appliance, set top box (STB), handheld, phone, or web pad device. Further, the portion of the Software that is embedded in a presentation, information, or content created and generated using the Software (the "Breeze Run-Time") may only be used together with the presentation, information, or content in which it is embedded. You shall not use, and shall cause all licensees of such presentation, information, or content not to use, the Breeze Run-Time other than as embedded in such presentation, information or content. In addition, you shall not, and you shall cause all licensees of such presentation, information, or content not to, modify, reverse engineer, or disassemble the Breeze Run-Time.

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

Adobe, Acrobat, After Effects, Breeze, ColdFusion, Contribute, Flash, FlashPaper, Shockwave and Version Cue are either the registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries. All other trademarks are the property of their respective owners.

Director_11-en_US-20071018_1300