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Upon the expiration or termination of this agreement, the Software may cease to operate without prior notice. Your indemnification obligations, Adobe's warranty disclaimers or limitations of liabilities, and dispute resolution provisions stated in this agreement will survive.

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You and Adobe will each have the right to terminate this Agreement for any reason or no reason upon providing at least thirty (30) days' prior written notice. Effective upon termination, you will immediately cease your use of the Software and will destroy (at Adobe's request) your copy of the Software. All licenses granted to you by Adobe will immediately cease upon termination.

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16.1 If you reside in North America, your relationship is with Adobe Inc., a United States company, and this agreement is governed by the laws of California, U.S.A. If you reside outside of North America, your relationship is with Adobe Systems Software Ireland Limited, and this agreement is governed by the laws of Ireland. If you are in Australia, Adobe Systems Software Ireland Limited is acting as an authorized agent of Adobe Australia Trading Pty Ltd. and is entering into this contract in its capacity as agent for Adobe Australia Trading Pty Ltd. You may have additional rights under the law. We do not seek to limit those rights where it is prohibited by law. This agreement will not be governed by the following, the application of which is hereby expressly excluded: (a) the conflict of law rules of any jurisdiction; (b) the United Nations Convention on Contracts for the International Sale of Goods; and (c) the Uniform Computer Information Transactions Act, as enacted in any jurisdiction. You may only resolve disputes with us on an individual basis and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Notwithstanding the foregoing, in the event of Customer or others' unauthorized access to or use of the Software in violation of these terms you agree that we are entitled to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

16.2 For any concern or dispute you may have, you agree to first try to resolve the dispute informally by contacting us. If a dispute is not resolved within 30 days of submission, Customer or Adobe must resolve any claims relating to these terms or the Software through final and binding arbitration, except that you may assert claims in small claims court if your claims qualify.

16.3 If you reside in the Americas, JAMS will administrate 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 S.A.R., Macau S.A.R., 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 both 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 the parties.

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19.1 This agreement will not prejudice the statutory rights of any party, including those dealing as consumers. For example, for consumers in New Zealand who obtain the Software for personal, domestic, or household use (not business purposes), this agreement is subject to the Consumer Guarantees Act.

19.2 Nothing included in this agreement (including Section 3.6) limits any non-waivable right to decompile the Software that you may enjoy under applicable law. For example, if you are located in the European Union (EU), you may have the right upon certain conditions specified in the applicable law to decompile the Software if it is necessary to do so in order to achieve interoperability of the Software with another software program, and you have first asked Adobe in writing to provide the information necessary to achieve such operability and Adobe has not made such information available. In addition, such decompilation may only be performed by you or someone else entitled to use a copy of the Software on your behalf. Adobe has the right to impose reasonable conditions before providing such information. Any information supplied by Adobe or obtained by you, as permitted hereunder, may only be used by you for the purpose described herein and may not be disclosed to any third party or used to create any software that is substantially similar to the expression of the Software or used for any other act that infringes the copyright of Adobe or its licensors.

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20.2 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.

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

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21.1 **Updates to this Agreement.** We may modify this Agreement, for example, to reflect changes to the law or changes to our Software. You should look at this Agreement regularly. We will post notice of modifications to this Agreement on this page. By continuing to use the Software after the revisions are in effect, you agree to be bound by the revised terms of the updated Agreement.

22. Miscellaneous.

22.1 **English Version.** The English version of this agreement will be the version used when interpreting or construing the terms of this agreement.

22.2 **Headings.** Headings used in this agreement are provided for convenience only and will not be used to construe meaning or intent.

22.3 **Severability.** If any provision of this agreement is held invalid or unenforceable for any reason, this agreement will continue in full force and effect.

22.4 **No Waiver.** Our failure to enforce or exercise any provision of this agreement is not a waiver of that provision.

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