

ADOBE ACROBAT READER Software License Agreement

Please read this agreement carefully. By installing, copying, distributing, or using all or any portion of this Software (as defined below), you (hereinafter "Customer", as defined below) accept all the terms and conditions of this agreement. If you do not agree to the terms of this agreement, you are not permitted to use the Software.

The Software is **licensed, not sold**, only in accordance with the terms of this agreement.

1. Definitions.

1.1 "**Adobe**," "**us**," or "**our**" means Adobe Inc., a Delaware corporation, 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, Saggart, Dublin 24, Ireland.

1.2 "**Adobe Online Services**" means the content and services that are hosted on websites, or otherwise hosted by Adobe or Adobe's affiliates.

1.3 "**Computer**" means a virtual machine or physical personal 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 "**Customer**" or "**you**" means you and any legal entity that obtained the Software and on whose behalf it is used; for example, and as applicable, your employer.

1.5 "**Documentation**" means the technical usage guidelines and descriptions of the Software published by Adobe. "Documentation" does not include any forum or content by any third party.

1.6 "**Software**" means all software files, data, information, content, fonts, and documents provided to you by Adobe with or in connection with this agreement, and 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").

1.7 "**Software Integration**" means a unique product offering which combines the Software with an additional product, service or plugin.

1.8 "**Use**" means to access, install, download, or otherwise benefit from using the functionality of the Software.

2. Software License.

2.1 **License Grant.** If you obtained the Software from Adobe or one of its authorized licensees, and subject to your compliance with the terms of this agreement, including the restrictions in Section 3, Adobe grants to you a non-exclusive license to Use the Software in a manner consistent with its design and intended purpose.

2.2 **General Use.** You may install and Use one copy of the Software on your Computer. See Section 3 for restrictions on the Use of the Software.

2.3 **Server Use.** This agreement does not permit you to install or Use the Software on a server.

2.4 Distribution. This license does not grant you the right to sublicense or distribute the Software.

2.5 Software Integration. The Software may be provided to you as part of a Software Integration and your use of the Software Integration is subject to any applicable additional terms.

2.6 Availability Limitation. The Software might not be available in all languages or to residents of all countries.

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. You will not use or offer the Software on a service bureau basis. Section 10.3 provides a limited exception for font software only.

3.2 Integration Restrictions. You will not integrate or use the Software with any other software, plug-in, or enhancement unless we provide or expressly authorize the integration.

3.3 Plug-in Restrictions. You will not integrate or use the Software with any plug-in software not provided by or previously approved by Adobe.

3.4 Disabled Features. The Software may contain features or functionalities that are hidden or appear disabled or "grayed out" (collectively, "Disabled Features"). Disabled Features will activate only when you open a PDF document that was created using enabling technology available only from Adobe. You will not access, or attempt to access, any Disabled Features by means other than the use of such enabling technologies, nor will you rely on the Software to create a feature substantially similar to any Disabled Feature or otherwise circumvent the technology that controls activation of any such feature.

3.5 Notices. You will not alter or remove any copyright or other proprietary notice that appears on or in the Software.

3.6 No Modification or Reverse Engineering. You will not modify, adapt, translate, or create derivative works based upon the Software. You will not reverse-engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Software. If you are located in the European Union, please refer to the additional terms in Section 19.

4. 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.

5. Intellectual Property Ownership, Reservation of Rights.

The Software is the intellectual property of Adobe and its suppliers. The structure, organization, and code of the Software are the valuable intellectual property (e.g., trade secrets and confidential information) of Adobe and its suppliers. The Software is protected by law, including without limitation 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 to the Software, and all rights not expressly granted are reserved by Adobe and its suppliers.

6. Feedback.

You have no obligation to provide us with ideas, suggestions, or proposals (“Feedback”). If you choose to submit Feedback to us, then you grant us a non-exclusive, worldwide, royalty-free, sublicensable, and transferable license to make, use, sell, have made, offer to sell, import, reproduce, publicly display, distribute, modify, and publicly perform the Feedback.

7. Internet Connectivity and Privacy.

7.1 Automatic Connections to the Internet. The Software may cause your Computer, without notice, to automatically connect to the Internet and to communicate with an Adobe website or Adobe domain for purposes such as providing you with additional information, features, or functionality. Unless otherwise specified in this Section, the following provisions apply to all automatic Internet connections by the Software:

7.2 Collection of Information. Whenever the Software connects to Adobe over the Internet, certain information is collected and transmitted by the Software to Adobe pursuant to the Adobe Online Privacy Policy available at <http://www.adobe.com/go/privacy> (“Privacy Policy”), which may be updated from time to time.

7.3 Use of PDF Files. When you Use the Software to open a PDF file that has been enabled to display dynamic content, your Computer may connect to a website operated by Adobe, an advertiser, or other third party. The party hosting the site may use technology to send or serve content that appears in or near the opened PDF file. The website operator may use JavaScript, web beacons (also known as action tags or single-pixel gifs), and other technologies to measure the effectiveness of and to personalize the content. Adobe may not have access to or control over features that a third party may use, and the information practices of third-party websites are not covered by the Privacy Policy.

7.4 Updating. We may modify, update, or discontinue the Software (including any portions or features) at any time, without liability to you or anyone else. The Software may cause your Computer, without additional notice, to automatically connect to the Internet (intermittently or on a regular basis) to: (a) check for Updates that are available for download and installation on the Computer; (b) automatically download and install Updates; and (c) notify Adobe of the results of installation attempts. These updates may take the form of bug fixes, new features, or new versions. You agree to receive such updates from Adobe as part of your use of the Software.

7.5 Digital Certificates. The Software uses digital certificates (as described in Section 9) 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 in connection with the validation of a digital certificate.

7.6 Desktop Application Usage Data. You have the option to share information with us about how the use of our desktop applications. Where permitted by law, this option is turned on by default, and the information is associated with your Adobe account. This information allows us to provide you with a more personalized experience and helps us to assess our offerings and develop, modify, improve, support, customize, and operate our Products and Services based on your use, as applicable, of any Products and Services. You can change your preference any time on your Adobe Account Management page. To learn more about desktop application usage data, go to <https://helpx.adobe.com/x-productkb/global/desktop-app-usage-information-faq.html>, or successor website.

7.7 Use of Adobe Online Services. If your Computer is connected to the Internet, the Software may, without additional notice, facilitate your access to certain Adobe Online Services. Unless you are provided with separate terms of use at the time of accessing such Adobe Online Services, the Adobe.com Terms of Use (<http://www.adobe.com/go/terms>) will apply. In some cases, an Adobe Online Service might appear as a feature or extension within the Software even though it is hosted on a website. Access to an Adobe Online Service might require a separate subscription or other fee in order to access it, and/or your assent to additional

terms of use. Adobe reserves the right to begin charging a fee for access to or use of an Adobe Online Service that was 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 Adobe Online Services.

8. Third-Party Offerings.

8.1 Third-Party Offerings. The Software may allow you to access and interoperate with third-party content, software applications, and data services ("Third-Party Offerings"). Your access to and use of any Third-Party Offering, including any goods, services, or information, is governed by the terms and conditions respecting such offerings and by the copyright laws of the United States and other countries. Third-Party Offerings are not owned or provided by Adobe. You agree that you will not use any such Third-Party Offerings in violation of copyright laws of the United States or other countries. Adobe or the third party may at any time, for any reason, modify or discontinue the availability of any Third-Party Offerings. Adobe does not control, endorse, or accept responsibility for Third-Party Offerings. Any dealings between you and any third party in connection with any Third-Party Offerings, 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 the third party. Third-Party Offerings might not be available in all languages or to residents of all countries, and Adobe or the third party may, at any time and for any reason, modify or discontinue the availability of any Third-Party Offerings. Notices about some third-party materials are available at <http://www.adobe.com/go/thirdparty>.

8.2 EXCEPT AS EXPRESSLY AGREED UPON BY ADOBE IN A SEPARATE AGREEMENT, YOUR USE OF ADOBE AND THIRD-PARTY OFFERINGS IS AT YOUR OWN RISK.

9. Digital Certificates.

9.1 Use. Digital certificates are issued by third-party certificate authorities, (collectively "Certificate Authorities"), or can be self-signed.

9.2 Terms and Conditions. Purchase, use, and reliance upon digital certificates is the responsibility of Customer 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.

9.3 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.**

9.4 Third-Party Beneficiaries. You agree that any Certificate Authority which 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.

9.5 Indemnity. You agree to hold Adobe and any applicable Certificate Authority (except as expressly provided in its terms and conditions) 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 your use of, or any reliance on, any service of such authority, 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 terms and conditions, this agreement or applicable law; (d) failure to exercise reasonable judgment under the circumstances in relying on issuer services or certificates; or (e) failure to perform any of the obligations as required in the terms and conditions related to the services.

10. Font Software.

10.1 If included with or accessible through the Software, you may use the font software with the Software on your Computer and output the font software to any output device(s) connected to such Computer.

10.2 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.

10.3 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 its file, provided such service bureau has a valid license to use that particular font software.

10.4 You may embed copies of the font software into its electronic documents for the purpose of printing, viewing, and editing the document. No other embedding rights are implied or permitted under this license.

10.5 As an exception to the above, the fonts listed at http://www.adobe.com/go/restricted_fonts are included with the Software only for purposes of operation of the Software user interface and not for inclusion within any output files. Such listed fonts are not licensed under this Section. 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 the Software.

11. Disclaimer of Warranties.

11.1 THE SOFTWARE IS PROVIDED "AS-IS." TO THE MAXIMUM EXTENT PERMITTED BY LAW, ADOBE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. ADOBE FURTHER DISCLAIMS 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.

11.2 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 THE SOFTWARE.

12. Limitation of Liability.

12.1 ADOBE IS NOT LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS OF USE, DATA, GOODWILL, OR PROFITS, WHATSOEVER, AND ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER, REGARDLESS OF CAUSE (EVEN IF ADOBE HAS BEEN ADVISED OF THE POSSIBILITY OF THE LOSS OR DAMAGES), INCLUDING LOSSES AND DAMAGES (A) RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT FORESEEABLE; (B) BASED ON ANY THEORY OF LIABILITY, INCLUDING BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORTIOUS ACTION; OR (C) ARISING FROM ANY OTHER CLAIM 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, FOR ADOBE'S, OR ITS EMPLOYEES', INTENTIONAL MISCONDUCT, OR FOR DEATH OR PERSONAL INJURY.

12.2 ADOBE'S TOTAL LIABILITY IN ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT IS LIMITED TO THE AMOUNTS PAID UNDER THIS AGREEMENT. THIS LIMITATION WILL APPLY REGARDLESS OF THE FORM OR SOURCE OF CLAIM OR LOSS, WHETHER THE CLAIM OR LOSS WAS FORESEEABLE, AND WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE CLAIM OR LOSS.

12.3 THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

13. Survival.

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.

14. Termination.

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.

15. Export Rules.

The Software and your use of the Software are subject to U.S. and international laws, restrictions, and regulations that may govern the import, export, and use of the Software. You agree to comply with all such laws, restrictions, and regulations.

16. Governing Law and Dispute Resolution.

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.

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

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 in 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.

18. Compliance with Licenses.

If you are a business or organization, you agree that upon request from Adobe or Adobe's authorized representative, you will, within thirty (30) days, fully document and certify that use of the Software at the time of the request is in conformity with the licenses granted herein.

19. No Prejudice; European Economic Area Provisions; Australia Mandatory Notice.

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.

19.3 If you obtain the Software in Australia, then the following provision applies, notwithstanding anything stated to the contrary in this agreement:

NOTICE TO CONSUMERS IN AUSTRALIA:

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement for a major failure and for compensation for any other reasonably foreseeable loss

or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

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

20.1 IF YOU OBTAINED THE SOFTWARE IN GERMANY OR AUSTRIA, AND YOU USUALLY RESIDE IN THAT COUNTRY, THEN SECTION 12 DOES NOT APPLY. INSTEAD, SUBJECT TO THE PROVISIONS IN SECTION 20.2, ADOBE'S STATUTORY LIABILITY FOR DAMAGES WILL BE LIMITED AS FOLLOWS: (A) ADOBE WILL BE LIABLE ONLY UP TO THE AMOUNT OF DAMAGES AS TYPICALLY FORESEEABLE AT THE TIME OF ENTERING INTO THE LICENSE 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 CONTRACTUAL OBLIGATION.

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.

21. Updates and Availability.

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.

Adobe, Acrobat, and Reader, are either registered trademarks or trademarks of Adobe in the United States and/or other countries.