

ADOBE FLASH MEDIA SERVER End User License Agreement

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1.2. “Adobe Runtime” means Adobe AIR, Adobe Flash Player and any other future runtimes utilizing Adobe’s Flash technology distributed by Adobe or its licensees.

1.3. “Authorized Users” means employees and individual contractors (i.e., temporary employees) of Licensee that (a) develop and/or build applications using the Software; and/or (b) use the Software to deliver Content to end users.

1.4. “Computer” means one or more central processing units in a hardware device (including hardware devices accessed by multiple users through a network that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions).

1.5. “Connections” means the number of connections over which the client can receive and deliver Content from a single Computer or Virtual Computer where the Software is installed.

1.6. “Concurrent Connections” means the total number of simultaneous Connections from software clients to a specific Computer or Virtual Computer.

1.7. “Content” means video, audio and/or data files in file formats supported by the Software and may be protected according to the Documentation.

1.8. “Content Encryption Key” means a cryptographic value for use in encrypting Content for secure distribution and to decrypt encrypted Content for access and use in accordance with the accompanying metadata.

1.9. “Development Server” means Flash Media Development Server, a particular configuration and license of the Software with a limited number of Concurrent Connections.

1.10. “Documentation” means the user manuals and/or technical publications as applicable, supplied with the Software, relating to the installation, use and administration of the Software.

1.11 “Edge Configuration” means a particular configuration and license of the Software for the Interactive Server and Enterprise Server solely for use with an Origin Configuration.

1.12 “Enterprise Server” means the Flash Media Enterprise Server, a version of the Software that (a) is either configured (i) as an Origin Configuration and/or (ii) Origin Configuration and one or more Edge Configurations; (b) permits end users to provide customizable streaming of Contents; (c) permits Multi-Way Communications; (d) permits use of Flash Media Gateway for video and audio calls; and (e) permits the use of RTMFP (hereinafter defined).

1.13 “Flash Media Gateway” means the Flash Media Gateway software in object code form provided with the Software which converts Session Initiation Protocol (“SIP”) to the Real Time Media Protocol (“RTMP”) and vice versa.

1.14 “Interactive Server” means the Flash Media Interactive Server, a version of the Software that (a) is either configured (i) as an Origin Configuration and/or (ii) Origin Configuration and one or more Edge Configurations; (b) permits end users to provide customizable streaming of Content; (c) permits Multi-Way Communications; (d) permits use of Flash Media Gateway for audio calls only; and (d) permits the use of RTMFP.

1.15 “Multi-Way Communications” means any form of communication between parties including but not limited to (a) video chat; (b) video messaging; (c) VoIP applications; (d) multi-user gaming; or (e) multi-user real-time collaboration applications such as video conferencing.

1.16 “Not For Resale Software” means Software that is used by Licensee solely for demonstrating or training persons about the features and functionality of the Software and not for any production purposes.

1.17 “Origin Configuration” means a particular configuration of the Interactive Server and Enterprise Server for RTMP that (a) stores the custom server side applications, Content, usage reports and/or logs generated by Licensee; (b) manages application logic; (c) delivers audio, video and/or data to either end users and/or to one or more Interactive Servers or Enterprise Servers in Edge Configurations; and (d) may perform other functions in order to facilitate interaction between the Origin Configuration and Edge Configuration; provided, however the Origin Configuration may be used on a standalone basis.

1.18 “Root Public Key” means a cryptographic value embedded in the Software by Adobe that is used to establish trust between server and client.

1.19 “RTMFP” means the Real Time Media Flow Protocol which is used to allow communication between the Software and one or more clients to allow peer to peer communication between additional clients connected to the Software.

1.20 “Sample Code” means (a) the Sample Server Applications; and (b) other sample software and sample applications in source code format, in each case made available through Adobe’s website and/or provided with the Software solely for use with the Interactive Server, Streaming Server and Enterprise Server.

1.21 “Sample Server Applications” means Adobe’s proprietary and/or licensed software applications in object code and/or source code that may be provided by Adobe from time to time during the term of this Agreement and (a) are installed and used solely on a server where the Software is installed; (b) are provided in the “samples” file of the Software and (c) provide additional functionality to the Interactive Server, Streaming Server and Enterprise Server.

1.22 “Software” means the object code version of the validly licensed software program(s), including but not limited to the Development Server, Interactive Server, Streaming Server, Enterprise Server, Flash Media Gateway, Sample Server Applications and Tools, as applicable, provided by Adobe to Licensee under this Agreement and any updates, new releases and upgrades that are made generally commercially available by Adobe in its sole discretion.

1.23 “Streaming Server” means the Flash Media Streaming Server, a version of the Software that permits streaming of pre-recorded or live Content except for the streaming of Multi-Way Communications, use of RTMFP and Flash Media Gateway.

1.24 “Tools” means Adobe’s proprietary monitoring and managing applications in object code only that (a) may be provided by Adobe from time to time during the term of this Agreement and/or as part of the Software in the “tools” file folder; and (b) are installed and used on a client or server.

1.25 “Trial Version” means a version of the Software that may be used one time on a total of 5 Computers and/or Virtual Computers, may have limited features and will automatically become a Development Server after a predetermined period of time.

1.26 “Virtual Computer” means a technical environment that partitions a physical computer into multiple computers so that each computer has the appearance and capability of running as its own dedicated machine.

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2.1.2. Interactive Server License. This Section 2.1.2 applies only if Licensee has obtained a valid Interactive Server license. Adobe grants Licensee a license to install and use the Interactive Server (a) for the number of Connections permitted by the capacity of Licensee’s server’s hardware and software, with the limitation of (i) five (5) Concurrent Connections when using SIP; and (ii) five hundred (500) Concurrent Connections when using RTMFP; (b) to extend the Interactive Server using the Sample Server Applications in accordance with the terms and conditions of this Agreement; (c) to develop custom plug-ins in accordance with the terms and conditions of this Agreement; (d) to configure the Interactive Server in an Origin Configuration or in an Edge Configuration; (e) to enable Multi-Way Communications; and (f) in conjunction with Flash Media Gateway for audio calls only.

2.1.3. Streaming Server License. This Section 2.1.3 applies only if Licensee has obtained a valid Streaming Server license. Adobe grants Licensee a license to install and use the Streaming Server (a) for the number of Connections permitted by the capacity of the Licensee’s server’s hardware and software; and (b) to develop custom plug-ins in accordance with the terms and conditions of this Agreement. Licensee shall not use the Streaming Server for Multi-Way Communications, RTMFP or in conjunction with Flash Media Gateway.

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2.4.2 Streaming Server. Subject to the terms and conditions set forth herein, Licensee with a valid license to Streaming Server may only modify the Sample Code identified as the “Access” plug-in solely for the purposes of developing and testing Licensee’s own custom plug-ins to be used with the Streaming Server.

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10. 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 shall remain valid and enforceable according to its terms. The English version of this Agreement shall be the version used when interpreting or construing this Agreement. This is the entire agreement between Adobe and Licensee relating to the Software and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Software. Licensee shall comply with all applicable laws and regulations pertaining to this Agreement.

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