ADOBE DOCUMENT CLOUD MOBILE DISTRIBUTION LICENSE AGREEMENT

This Adobe Document Cloud Mobile Distribution License Agreement (together with all forms, exhibits, and attachments hereto, the "Agreement") is between Distributor and Adobe. By indicating acceptance of this Agreement at https://adobe.allegiancetech.com/cgi-bin/qwebcorporate.dll?idx=W8RNXE (or successor website) and filling out the request form located therein ("Request Form"), or by distributing the Software provided to Distributor by Adobe, Distributor agrees to the terms of this Agreement. The individual who accepts this Agreement represents and warrants that he or she has the authority to bind Distributor, and Distributor agrees that this Agreement constitutes a binding and enforceable obligation between Distributor and Adobe, effective upon Adobe's written confirmation of its acceptance of this Agreement to Distributor ("Effective Date"). If Distributor does not agree with all the terms of this Agreement, then Distributor should not submit this form, or use or distribute the Software.

In consideration of the mutual promises set forth herein, the parties hereby agree as follows:

1. Definitions.

1.1. **"Adobe**" means (i) Adobe Inc., a Delaware corporation, 345 Park Avenue, San Jose, California 95110, if Distributor is located in the United States (including its territories and possessions and military bases wherever located), Canada or Mexico; otherwise it means (ii) Adobe Systems Software Ireland Limited, a company incorporated in Ireland, located at 4-6 Riverwalk, Citywest Business Campus, Dublin 24, Ireland.

1.2. "Authorized Operating System(s)" means the mobile device operating system(s) identified in Exhibit A

1.3. **"Contractor(s)**" means a third party that is used by Distributor to reproduce, distribute or install the Software.

1.4. **"Distributor Product**" or **"Distributor Service**" means Distributor product or service identified in Exhibit A, excluding any products embedded within such operating systems unless for educational purposes.

1.5. **"Mobile Device**" means a hardware product which is designed and marketed with the primary purpose of operating on a cellular or other wireless network and which runs one of the enumerated Authorized Operating Systems.

1.6 "Partners" means Distributor's Subsidiaries and Contractors.

1.7. **"Software**" means (a) Adobe Acrobat Reader for Mobile Devices and/or Adobe Scan (as filled out in Exhibit A) and (b) any Updates to those products provided to Distributor by Adobe for distribution under this Agreement.

1.8. **"Subsidiaries**" means any corporation, firm, partnership or other entity that has legal personality that directly or indirectly owns, is owned by, or is under common ownership with Distributor of at least 50 percent (%) of its equity (or such lesser percentage that is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction).

1.9. "**Updates**" means upgrades, modified versions, updates, additions, and copies to or of the Software provided to Distributor by Adobe for distribution under this Agreement.

2. License, Requirements, Restrictions.

2.1. <u>License</u>. Subject to Distributor's compliance with the terms of this Agreement, Adobe grants Distributor a non-exclusive, non-transferable, revocable, worldwide, royalty-free license during the Term to reproduce and distribute the Software as described in Section 2.2 below and Exhibit A, and solely as required for the installation and use of the unmodified Software on the Authorized Operating Systems on Mobile Devices.

2.2. <u>Distribution</u>. Distributor may:

a) Make copies of an image of the Software on a Distributor's internal file server for the sole purpose of downloading and installing the Software on Mobile Devices for internal use by Distributor's employees and Contractors; or

- b) Distribute the Software only as a part of or with Distributor Product or Distributor Service:
 - (i) through electronic means such as electronic download including, without limitation, electronic software download (e.g., bundled in Distributor's installer), which in turn, is downloaded through the Internet,
 - (ii) on physical media (such as flash memory, etc.),
 - (iii) where Software may not be made available as a stand-alone application in whole or part, and
 - (iv) through any public online marketplace it may establish where applications designed to work with the Authorized Operating System are made available to the public. Any such marketplace shall be deemed a Distributor Service for the purposes of this Agreement.

Distributor may only distribute the Software in unmodified form and only for purposes of installation and use by the end user, including distribution to end user's personnel or others within end user's organization, subject to any limitations on the number of licenses available to end user as described in Exhibit A. Distributor shall be liable for any and all use of the Software by the end user, including distribution to end user's personnel or others within end user's organization.

2.3. <u>Partners</u>.

a) To the extent necessary to fulfill the obligations under this Agreement, Distributor may allow its Partners to reproduce, install, use, and distribute the unmodified Software on Authorized Operating Systems on behalf of the Distributor for ultimate distribution to end users.

b) Distributor must ensure that its Partners are bound by terms and conditions substantially similar to those of this Agreement. Distributor shall remain liable for such Partners' actions related to Partners' reproduction, installation, use, and distribution of the Software and such Partners' actions on behalf of the Distributor under this Agreement.

2.4. <u>Requirements</u>.

a) Distributable Version, Access. Distributor may distribute only the version of the Software (with its corresponding installer) provided to Distributor by Adobe under this Agreement for use on the specific Authorized Operating System listed in the Exhibit A. Distributor may not distribute any version of the Software found elsewhere and is not provided by Adobe may provide Distributor with access to the distributable version of the Software via electronic download at a specified non-public website. Distributor may not disclose the location of such website to any third party and any such location shall be considered Adobe's Confidential Information. Notwithstanding the foregoing, Distributor may distribute Updates to Software that are made available by Adobe in the relevant mobile app store.

b) *New Versions.* Upon release of a New Version of the Software by Adobe, Distributor will cease all reproduction and distribution of the previous version of the Software no later than six (6) months from the date Adobe makes such new version of the Software commercially available unless otherwise approved by Adobe in writing (including by email). As used in this section, "**New Version**" means any major new release of the Software. Adobe may notify Distributor when the New Version is released.

c) *Tracking.* Distributor will use commercially reasonable efforts to track and maintain documentation of the number of copies of the Software it distributes and shall provide such documentation to Adobe not more often that once per quarter.

- d) End User Requirements.
 - (i) Distributor will distribute, and will ensure that its Partners distribute, the Software under the Adobe end user license agreement (available at <u>http://www.adobe.com/go/terms</u> or successor website hereto) accompanying the Software.
 - (ii) If the Software offers or displays such agreement as a part of its installation, Distributor will not configure the Software to avoid such offer or display.
 - (iii) Distributor shall not make any warranty, express or implied, on behalf of Adobe.
 - (iv) If Distributor distributes the Software to a primary or secondary educational institution (each, a "School"), Distributor shall require the School to represent and warrant that (i) the School has the authority to provide student personal information to Adobe, or to authorize Adobe to collect student personal information through the Software, and (ii) the School has provided appropriate disclosures to, and obtained consents from, the School's end users, the parents or guardians of students, or any other required individual regarding the School's use of the Software, to the extent such disclosures or consents are required by applicable law or by any agreement to which the School is a party.

2.5. <u>Restrictions</u>.

a) *No Unauthorized Distribution.* Unless Distributor has separate written permission from Adobe, it will not distribute the Software in any manner not permitted by Section 2.2 (Distribution), 2.3 (Partners), or 2.4 (Requirements). For example, Distributor shall not distribute any installer or installer files in any manner not permitted by such sections.

b) *No Transfer*. Distributor may not rent, lease, sublicense, assign, or transfer its rights under this Agreement, or authorize all or any portion of the Software to be copied except as may be expressly permitted herein.

c) No Modification, No Reverse Engineering. Distributor may not modify, port, adapt, translate, or create derivative works based upon the Software in any way, including without limitation, removal of the installer program, electronic end user license agreement, "About" section, or any copyright or other proprietary notice that appears in the Software. Distributor shall not 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 the source code, data representations or underlying algorithms, processes, methods, and any other portion of the Software. If the laws of Distributor's jurisdiction give Distributor the right to decompile the Software to obtain information necessary to render the licensed portions of the Software interoperable with other software, Distributor must first request such information from Adobe. Adobe may, in Adobe's discretion, either provide such information to Distributor or impose reasonable conditions, including a reasonable fee, on Distributor's decompilation of the Software to ensure that Adobe and Adobe's suppliers' proprietary rights in the Software are protected. In addition, only Distributor or someone else entitled to use a copy of the Software on its behalf may perform the decompilation. Any information supplied by Adobe or obtained by Distributor, as permitted hereunder, may only be used by Distributor for the purpose described herein and may not be disclosed to any third party or used to create any software which is substantially similar to the expression of the Software or used for any other act which infringes Adobe or its licensors' copyright.

d) *Software Icon*. Distributor shall not install the software in such a way that the Software icon becomes hidden to end users. The Software must behave as if end users have installed it themselves.

- e) Additional Restrictions.
 - i. Conversion Restrictions. Distributor shall not integrate or use the Software with any other software, plug-in, or enhancement that uses or relies upon the Software when converting or transforming PDF files into other file formats (e.g., a PDF file into a TIFF, JPEG, or SVG file).
 - ii. Plug-in Restrictions. Should it be made available, Distributor is not authorized to integrate or use the Software with any plug-in software not developed in accordance with Adobe policies.
 - iii. Disabled Features. If the Software contains features and functionalities that are hidden or appear disabled or "grayed out," this indicates the document contains disabled features that will activate only when opening a PDF document that was created using technology keys available only from Adobe. If present, Distributor shall not access, or attempt to access, or duplicate the functionality of such disabled features without a valid key, nor will Distributor otherwise circumvent the technology that controls activation of such features.

f) Unless Distributor has separate written permission from Adobe, Distributor may not install or access (either directly or through commands, data, or instructions) the Software for operations not initiated by a human user (e.g., automated server processing or robotic process automation whether deployed on a client or server).

3. Trademark Use.

3.1. <u>License</u>. Adobe grants to Distributor, and Distributor accepts, a worldwide, non-exclusive, non-transferable, revocable, limited right to use and distribute, under the terms of this Agreement, the "Includes Adobe Acrobat Reader" button for print media or such additional or replacement button(s) or logos as Adobe may provide under this Agreement (the "**Trademarks**"). Distributor may use the Trademarks solely in conjunction with the permitted forms of distribution of the Software specified in Section 2 (License, Requirements, Restrictions) of this Agreement. so long as such use also complies with (as applicable) the:

- a) "Includes Adobe Acrobat Reader" Button Guidelines at <u>https://www.adobe.com/legal/agreement.html;</u>
- b) Any additional guidelines provided by Adobe to distributor in writing; and
- c) The "General Trademark Guidelines" at <u>https://www.adobe.com/legal/permissions/trademarks.html</u>.

3.2 Limitations. Use of the Trademarks does not give Distributor any right, title, or interest in the Trademarks, other than the license rights granted herein. Distributor may not assign, transfer or sublicense any trademark right granted herein without the prior written consent of Adobe. Distributor agrees not to use the Trademarks in any way that will disparage Adobe or its products, injure Adobe's reputation for high quality or otherwise diminish or damage Adobe's goodwill in the Trademarks or infringe Adobe's intellectual property. Distributor acknowledges the validity of the Trademarks and Adobe's sole ownership of the Trademarks, and that Adobe retains all right, title, and interest in and to the Trademarks. Distributor recognizes the value of the goodwill associated with the Trademarks and acknowledges that such goodwill inures exclusively to the benefit of and belongs to Adobe. Distributor will employ best efforts to use the Trademarks in a manner that does not derogate from Adobe's rights in the Trademarks and will take no action that will interfere with or diminish Adobe's rights in the Trademarks.

Distributor may not use the Trademarks in any way as an endorsement or sponsorship by Adobe of any product or service. Distributor agrees not to adopt or use a trademark, service mark, domain name, or any other designation confusingly similar to the Trademarks. Further, Distributor agrees to use the Trademark only in connection with products that:

- a) meet or exceed all applicable U.S. and foreign labeling and packaging laws and regulations;
- b) are advertised in compliance with all applicable U.S. and foreign fair advertising laws and regulations;
- c) comply with all other applicable U.S. and foreign laws and regulations;
- d) support Adobe products if so indicated on packaging and/or advertising materials for Distributor's products;
- e) are of a quality and reputation consistent with the high quality of Adobe products and services; and
- f) are advertised in a manner consistent with industry standards.

3.3 <u>Trademark Notification; Provision of Copies to Adobe</u>. Distributor will notify Adobe of the locations of its use of the Trademarks and furnish Adobe with suitable specimens of such use. Pursuant to Section 8, Adobe may request copies of Distributor Product or Service to determine if uses of the Trademarks are appropriate; Distributor may not disseminate Distributor Product or Service if Adobe does not approve the uses. Distributor will assist in monitoring and maintaining the quality and form of use of the Trademarks. Adobe may review Distributor's use of the Trademarks at any time to evaluate its compliance with the quality standards described in this Agreement. If at any time Adobe determines that Distributor is not maintaining adequate quality standards, Distributor shall be considered in breach of this Agreement and subject to the termination provisions of Section 13 (Term). Distributor must immediately remedy any material deficiencies in its use of the Trademarks upon reasonable notice from Adobe. Adobe makes no warranties of any kind, either express or implied, with respect to the Trademarks. Adobe will not be liable to Distributor for any consequential, incidental, or special damages (including loss of business profits) arising from or related to Distributor's use of the Trademarks, even if Adobe has been advised of the possibility of such damages. If Adobe provides Distributor with a substitute Trademark(s), Distributor shall bear all liability for continued use of the previous Trademark(s).

4. Indemnification. Distributor agrees to indemnify, hold harmless and defend Adobe and our subsidiaries, affiliates, officers, agents, employees, partners, and licensors from and against any claims, demands, actions, damages, loss, expenses, and costs, including attorneys' fees, that arise out of or result from (i) Distributor's reproduction or distribution of the Software, (ii) Distributor's breach of this Agreement, or (iii) Distributor's use or distribution of the Trademark(s); provided, however, that Distributor's indemnification obligation will not apply to claims or lawsuits arising out of a claim that either the Software, by itself or in combination with software or hardware not provided by Distributor, or the Trademark(s), infringes any third party patent, copyright, trademark, or other intellectual property right. For the avoidance of doubt, the foregoing exception will not apply to claims arising out of the Software or Trademark(s) with other software provided by Distributor. Adobe has the right to control the defense of any claim, action, or matter subject to indemnification by you with counsel of our own choosing. Adobe will give Distributor prompt written notice of any claim or lawsuit to which Distributor's indemnification obligation applies. Distributor must fully cooperate with Adobe, at Distributor's expense, in defending or settling any such claim, action, or matter.

5. Intellectual Property. The Software and any authorized copies that Distributor makes are the intellectual property of and are owned by Adobe and its suppliers. The structure, organization, and code of the Software are the valuable 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 Distributor any intellectual property rights in the Software and all rights not expressly granted, whether by implication, estoppel, statutory or otherwise, are reserved by Adobe and its suppliers.

6. Consideration. Where Distributor distributes the Software to anyone other than its employees and Contractors, then during the Term, Distributor will comply with the marketing, branding and promotional requirements outlined in Exhibit B as well as the guidelines provided in Section 3 (Trademark Use).

7. Technical Support. Adobe is not obligated to provide any support to Distributor, its Partners, or end-users. For information on technical support for the Software, please visit Adobe's community forum (available at https://community.adobe.com/ or a successor website hereto).

8. Copies of Product to Adobe. At Adobe's request Distributor will provide Adobe 2 copies of Distributor Product or 1 membership to Distributor Service free of charge within 72 hours of Adobe's request. This will facilitate resolving potential quality assurance issues brought to Adobe's attention with Distributor's incorporation of Software. In the event Distributor Product or Distributor Service contains Distributor confidential information, Adobe will cooperate with entering into a confidentiality agreement with Distributor.

9. Limitation of Liability. IN NO EVENT WILL ADOBE OR ITS SUPPLIERS BE LIABLE TO DISTRIBUTOR OR PARTNERS FOR ANY DAMAGES, CLAIMS OR COSTS WHATSOEVER ARISING FROM THIS AGREEMENT AND/OR DISTRIBUTOR'S OR PARTNERS' USE OF THE SOFTWARE, INCLUDING WITHOUT LIMITATION ANY SPECIAL, CONSEQUENTIAL, MORAL, INDIRECT, PUNITIVE, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS, INTERRUPTION OF BUSINESS, LOST SAVINGS OR LOSS OF DATA, WHETHER THE CLAIM OR LOSS WAS FORESEEABLE, AND EVEN IF ADOBE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS, OR COSTS OR FOR ANY CLAIM BY ANY THIRD PARTY. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN DISTRIBUTOR'S OR PARTNERS' JURISDICTION. IN ANY EVENT, ADOBE'S AGGREGATE LIABILITY AND THAT OF ITS SUPPLIERS IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO FIFTY U.S. DOLLARS (\$50.00).

10. Warranty Disclaimer. THE SOFTWARE AND OTHER INFORMATION LICENSED IN THIS AGREEMENT IS MADE AVAILABLE TO DISTRIBUTOR "AS IS". NEITHER ADOBE NOR ITS SUPPLIERS MAKE ANY WARRANTY AS TO ITS USE OR PERFORMANCE. ADOBE AND ITS SUPPLIERS DO NOT WARRANT THE PERFORMANCE OR RESULTS OBTAINED BY USING THE SOFTWARE. ADOBE AND ITS SUPPLIERS MAKE NO WARRANTIES, CONDITIONS, REPRESENTATIONS, OR TERMS (EXPRESS OR IMPLIED WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE, OR OTHERWISE) AS TO ANY MATTER INCLUDING WITHOUT LIMITATION NONINFRINGEMENT OF ANY PARTY'S RIGHTS, MERCHANTABILITY, INTEGRATION, SATISFACTORY QUALITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. DISTRIBUTOR MAY BE ENTITLED TO WARRANTIES UNDER LAW IN ITS JURISDICTION. THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

11. **Export Rules.** Distributor agrees, and will ensure that its Partners, including, without limitation, distributors and resellers, 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, and regulations (collectively, the "**Export Laws**"). In addition, if the Software is identified as export controlled items under the Export Laws, Distributor represents and warrants that Distributor is not a citizen of, or otherwise located within, an embargoed nation (including without limitation Iran, Syria, Sudan, Cuba, and North Korea) and that Distributor is not otherwise prohibited under the Export Laws from distributing the software. All rights granted under this Agreement are granted on condition that such rights are forfeited if Distributor fails to comply with the terms of this Agreement.

12. Governing Law.

12.1. North America. If Distributor resides (or is headquartered, if Distributor is a business) in North America (inclusive of United States, Canada, Mexico, United States territories and possessions, and United States military bases wherever located), then this Agreement shall be governed by and construed pursuant to the laws of California, U.S.A., unless preempted by U.S. federal law, regardless of conflict of law rules. Distributor irrevocably consents to the exclusive jurisdiction and venue of the courts in Santa Clara County, California.

12.2. If Distributor resides outside of North America, this Agreement shall be governed by and construed pursuant to the laws of Ireland. Distributor irrevocably consents to the exclusive jurisdiction and venue of the courts in Dublin, Ireland.

12.3. Notwithstanding any provision in this Agreement, Adobe or Distributor may request any judicial, administrative, or other authority to order any provisional or conservatory measure, including injunctive relief, specific performance, or other equitable relief, prior to the institution of legal or arbitration proceedings, or during the proceedings, for the preservation of its rights and interests or to enforce specific terms that are suitable for provisional remedies. This Agreement will not be governed by the following, the application of which is hereby expressly excluded: (x) the conflict of law rules of any jurisdiction, (y) the United Nations Convention on Contracts for the International Sale of Goods, and (z) the Uniform Computer Information Transactions Act, as enacted in any jurisdiction.

13. Term.

13.1 *Term.* The term of this Agreement is for one year from the Effective Date unless terminated earlier pursuant to this Section 13 (the "**Term**"). Adobe has the right to terminate the Agreement, in whole or in part: (a) without cause upon 30 days written notice or (b) immediately if Distributor fails to comply with any terms of this Agreement.

13.2 *Effect of Termination.* Upon any such termination, Distributor must cease all reproduction and distribution of the Software, any use of the Trademark, and, upon request from Adobe, destroy all copies of the Software in Distributor's possession along with certification of such destruction. However, except in the case of a breach of Section 2 (License, Requirements, Restrictions) or 5 (Intellectual Property Ownership), Distributor will have a reasonable period of time, not to exceed 90 days, to sell copies of the Distributor Product then in its inventory and to use the then-current version of the Software to the extent necessary for Distributor to support its end users.

14. Notice. All requests and notices given under this Agreement will be in writing and will be emailed to contractnotifications@adobe.com or by personal delivery or by certified or registered mail, return receipt requested (or in the case of notices from Adobe to Distributor, by e-mail) and will be deemed given upon personal delivery, five days after deposit in the mail, or upon sending of electronic transmission. Notices from Distributor to Adobe will be sent to the following address: Adobe Inc., 345 Park Avenue, San Jose, California 95110, Attention: General Counsel. Notices from Adobe to Distributor will be sent to the e-mail address Distributor provides to Adobe in the Exhibit A to this Agreement. Distributor warrants that the contact information it provides with this Agreement is accurate and current as of the date Distributor provided such information. Distributor will provide Adobe with prompt notice of any changes to the contact information provided in the Exhibit A.

15. 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. This Agreement shall not prejudice the statutory rights of any party dealing as a consumer. This Agreement may only be modified by a writing signed by an authorized officer of Adobe and Distributor. Updates may be licensed to Distributor by Adobe with additional or different terms. This is the entire Agreement between Adobe and Distributor relating to reproduction and distribution of the Software and it supersedes any prior representations, discussions, undertakings, communications, or advertising relating to the Software.

16. Notice to U.S. Government Distributors. For U.S. Government Distributors, 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 shall be incorporated by reference in this Agreement.

18. Audit Right. Distributor agrees that upon request from Adobe or Adobe's authorized representative, Distributor will within 30 days fully document and certify that Distributor and its Partners are in conformity with the terms and conditions of this Agreement. During the term of this Agreement, Distributor will use commercially reasonable efforts to maintain a complete, clear, and accurate record of the number of copies of the Software it distributes during each calendar quarter in a manner sufficient to allow Adobe to verify compliance with the terms and conditions of this Agreement. Adobe shall have the right to inspect and audit all Distributor relevant books and records relating to the reproduction and distribution of the Software. Information obtained in connection with the terms and conditions of this Agreement. Any such audit shall be conducted upon not less than 7 days' notice at Distributor's offices during regular business hours and in such a manner as not to unreasonably interfere with Distributor's normal business activities.

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EXHIBIT A

1. Distributor Information

Distributor		
Distributor Name:		
Address:		
City, State, And/or Country of Incorporation:		
Distributor contact name, email address, and phone number:		

2. Distributor's Authorized Use of the Software

a. Adobe Acrobat Reader for Mobile	
Description of Distributor Product or Service:	
Authorized Operating System(s) and platform(s):	
Number of end-users distributed to:	
Authorized manner of distribution:	

b. Adobe Scan	
Description of Distributor Product or Service:	
Authorized Operating System(s) and platform(s):	
Number of end-users distributed to:	
Authorized manner of distribution:	

EXHIBIT B

1. Copyright and Trademark Notice Placement.

Distributor shall not remove the copyright and Trademark from the Software.

2. Installation and Start-up Attribution.

Distributor, at its discretion, may make the applicable Trademark visible and readable during the installation and start-up screens of Distributor Product or Service.

3. Website Promotion.

Distributor, at its discretion, may place the appropriate Trademark in the top-level 'features' page on Distributor's website in a manner consistent with the other marketing features of Distributor Product. Logos must link to the URLs provided in the attribution text.

4. Attribution.

Distributor will use commercially reasonable efforts to include, in a manner consistent with branding of other third party products contained within the Mobile Device, the "Powered by Adobe Document Cloud" logo, (or similar statements to be provided by Adobe), in the following materials: (A) Mobile Device public product specifications, in electronic or hardcopy form, (B) Mobile Device user guides and manuals, in electronic or hardcopy form, (C) Mobile Device consumer packaging materials, and (D) marketing material promoting the Mobile Device including, but not limited to, press releases and Distributor's website.

5. Use of Distributor Name.

Distributor will allow Adobe to use Distributor's name and corporate and product logos ("**Distributor Trademarks**"), a color image of the Mobile Device, and a description of the Mobile Device as delivered by Distributor, on Adobe's web site, for use in Adobe marketing and promotional materials, including, but not limited to, press releases, event presentations, web site announcements or lists, reviewers' guides, advertisements, product datasheets, product packaging, and developer kits. Distributor hereby grants a royalty-free, non-exclusive, worldwide, non-transferable license to Adobe to use the Distributor Trademarks solely in conjunction with the promotion of Distributor, Mobile Device, and Software distributed by Distributor hereunder. Adobe will not challenge Distributor's exclusive rights to such Distributor Trademarks or assert their invalidity in any proceeding. Adobe's use of such Distributor Trademarks will not create in Adobe any right, title, or interest in or to such Distributor Trademarks, and all goodwill arising from Adobe's use of such Distributor Trademarks will inure to the benefit of Distributor. Adobe will use the Distributor Trademarks only as specified in Distributor's Trademark usage guidelines provided to Adobe by Distributor, as may be amended from time to time in Distributor's sole discretion.

6. Press Release.

Distributor and Adobe may issue a worldwide joint press release or each party may issue individual press releases announcing the parties' execution of this Agreement including executive level quotes. However, no party will issue any press release or publicity related to this Agreement without the prior written consent of the other party.