

Adobe Acrobat SDK License Agreement

These terms govern your use of our software referencing these terms, including any applications, Content Files (defined below), scripts, instruction sets, and any related documentation (collectively "Software"). By using the Software, you agree to these terms.

1. Definitions.

1.1 "Adobe Reader Products" means Adobe® Reader®, Adobe Acrobat® Reader, Adobe Acrobat Approval, Adobe Acrobat Elements, and related viewer products.

1.2 "Developer," "you," and "your" refer to any person or entity using this Software, or any component thereof.

1.3 "Developer Programs" means your application programs that are designed to function with Other Adobe Acrobat Software products.

1.4 "Documentation" means explanatory materials supplied with the Software or made available online on Adobe public Web pages related to the Software.

1.5 "End User License Agreement" means an end user license agreement that provides a: (a) limited, nonexclusive right to use the subject Developer Program with no further right to reproduce (except for archival and/or backup copies permitted by law) and/or distribute the subject Developer Program; (b) prohibition against distributing, selling, sublicensing, renting, loaning, or leasing the subject Developer Program; (c) prohibition against reverse engineering, decompiling, disassembling, or otherwise attempting to discover the source code of the subject Developer Program that is substantially similar to that set forth in Section 3 below; (d) statement that, if Your customer requires any Other Adobe Acrobat Software in order to use the Developer Program, (i) Your customer must obtain such Other Adobe Acrobat Software via a valid license, and (ii) Your customer's use of such Other Adobe Acrobat Software must be in accordance with the terms and conditions of the end user license agreement that ships with such Other Adobe Acrobat Software; (e) statement that You and Your suppliers retain all right, title, and interest in the subject Developer Program that is substantially similar to that set forth as Section 5 below; (f) statement that Your suppliers disclaim all warranties, conditions, representations, or terms with respect to the subject Developer Program substantially similar to the disclaimer set forth as Section 7 below; and (g) limit of liability substantially similar to that set forth as Section 8 below for the benefit of Your suppliers.

1.6 "Header File Information" means any header files (including but not limited to *.h files) supplied in connection with the Software, including without limitation any related information detailing contents of header files.

1.7 "Other Adobe Acrobat Software" means the generally commercially available versions of Adobe Acrobat Standard, Adobe Acrobat Professional, and Adobe Reader Products.

1.8 "Redistributable Code" means certain object code files designated in the Documentation as "Redistributable Code."

1.9 "Sample Code" means sample software in source code format designated in the Documentation as "Sample Code" and/or "Snippets."

1.10 "Software" means the software with which this Agreement is provided, including but not limited to (i) Sample Code; (ii) Header File Information; (iii) Redistributable Code; (iv) Documentation; (v) Software Tools; and (vi) any upgrades, modified versions, updates, and/or additions thereto, if any, provided to you by Adobe.

1.11 "Software Tools" means developer tools (including but not limited to plug-ins and compiled samples) supplied with the Software, the selection of which may change from time to time at Adobe's sole discretion.

2. How this Agreement Works.

2.1 Choice of Law. If you reside in North America, your relationship is with Adobe Systems Incorporated, a United States company, and the Software is governed by the law of California, U.S.A. If you reside outside of North America, your relationship is with Adobe Systems Software Ireland Limited, and the Software is governed by the law of Ireland. You may have additional rights under the law. We do not seek to limit those rights to the extent prohibited by law.

2.2 Privacy. The Privacy Policy at <http://www.adobe.com/go/privacy> governs any personal information you provide to us. **By using the Software you agree to the terms of the Privacy Policy.**

2.3 Software. The Software is **licensed, not sold**, only in accordance with these terms.

2.4 Adobe Intellectual Property. We (and our licensors) remain the sole owner of all right, title, and interest in the Software. We reserve all rights not granted under these terms.

3. Use of Software.

3.1 General License. Subject to your compliance with these terms, we grant you a non-exclusive license to install and use the Software (a) in the Territory, (b) consistent with these terms and related documentation accompanying the Software, to:

- (1) Use the Software for the sole purpose of internally developing Developer Programs,
- (2) reproduce and modify Sample Code as a component of Developer Programs that add significant and primary functionality to the Sample Code,
- (3) reproduce Redistributable Code solely as a component of Developer Programs that add significant and primary functionality to the Redistributable Code, and
- (4) distribute Sample Code and/or Redistributable Code in object code form only as a component of Developer Programs that add significant and primary functionality to the Sample Code and/or Redistributable Code, provided that
 - (i) you distribute such object code under the terms and conditions of an End User License Agreement,
 - (ii) you include a copyright notice reflecting the copyright ownership of Developer in such Developer Programs,
 - (iii) you are solely responsible to your customers for any update or support obligation or other liability which may arise from such distribution,
 - (iv) you shall not make any statements that your Developer Product is "certified," or that its performance is guaranteed, by Adobe, and

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3.2 Restrictions and Requirements

(a) **Proprietary Notices.** You must ensure that any permitted copy of the Software that you make contains the same copyright and other proprietary notices that appear on or in the Software.

(b) **Restrictions.** Unless permitted in these terms, you must not:

(1) modify, port, adapt, or translate the Software;

(2) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Software;

(3) use or offer the Software on a service bureau basis;

(4) (i) circumvent technological measures intended to control access to the Software or
(ii) develop, distribute, or use with the Software, products that circumvent the technological measures; or

(5) rent, lease, sell, sublicense, assign, or transfer your rights in the Software, or authorize any portion of the Software to be copied onto another's device. .

(6) use the Software to create, develop or use any program, software or service which

(i) removes the menu item that calls up the "About Screen" in any Other Adobe Acrobat Software product, other product incorporating Other Adobe Acrobat Software under valid license from Adobe, or any component thereof;

(ii) can both communicate with Adobe Reader Products and modify or save a PDF (Portable Document Format) document (including saving any modifications to a separate file for such documents);

(iii) exposes and/or discloses Header File Information;

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- (vi) provides access and/or displays content secured using digital rights management services or technology unless the Developer Product meets certain certification criteria in accordance with Adobe's then current certification process;
- (vii) modifies or replaces the digital signature validation functionality and/or capability of Other Adobe Acrobat Software without written approval from Adobe;
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- (ix) modifies the permissions or rights in a PDF file enabled using Adobe enabling technology;
- (x) enables Other Adobe Acrobat Software to run on a server;
- (xi) contains any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
- (xii) when used in the manner in which it is intended, violates any material law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, antidiscrimination or false advertising); or
- (xiii) interferes with the operability of other Adobe or third-party programs or software which run with Other Adobe Acrobat Software.

(7) disseminate or in any way disclose Header File Information to any person, firm or business except for your employees who need to know such Header File Information and who have previously agreed to be bound by a confidentiality obligation consistent with the obligation set forth in this section. Further, you agree to treat the Header File Information with the same degree of care as you accord to your own confidential information, but in any event no less than reasonable care. Your obligations under this section with respect to the Header File Information shall terminate when you can document that such Header File Information was (i) in the public domain at or subsequent to the time it was communicated to you by Adobe through no fault of yours, (ii) developed by your employees or agents independently of and without reference to any information communicated to you by Adobe; or (iii) disclosed in response to a valid order by a court or other governmental body, as otherwise required by law, or as necessary to establish the rights of either party under this Agreement.

(c) **Indemnification.** You agree to defend, indemnify, and hold Adobe and its suppliers harmless from and against any claims or lawsuits, including attorneys' reasonable fees, that arise or result from the use or distribution of Developer Programs, provided that Adobe gives you prompt written notice of any such claim, tenders to you the defense or settlement of such a claim at your expense, and cooperates with you, at your expense, in defending or settling such claim.

3.3 Territory. If you purchase more than one Software license, you must not install or deploy the Software outside of the country where you purchased the license unless otherwise permitted under volume licensing program you have entered into with us. If

you live in the European Economic Area, “country” means the European Economic Area. We may terminate the license granted herein if we determine that you are using the Software in violation of this Section.

3.4 Activation. The Software may require you to take certain steps to activate your Software or validate your subscription. Failure to activate or register the Software, validate the subscription, or a determination by us of fraudulent or unauthorized use of the Software may result in reduced functionality, inoperability of the Software, or a termination or suspension of the subscription.

4. Fees.

You must pay any applicable taxes, and any applicable third-party fee (including, for example telephone toll charges, mobile carrier fees, ISP charges, data plan charges, credit card fees, foreign exchange fees). We are not responsible for these fees. We may take steps to collect the fees you owe us. You are responsible for all related collection costs and expenses.

5. Disclaimers of Warranties.

The Software is provided “AS-IS.” To the maximum extent permitted by law, we disclaim all warranties express or implied, including the implied warranties of non-infringement, merchantability, and fitness for a particular purpose. We further disclaim any warranty that (a) the Software will meet your requirements or will be or error-free; (b) the results that may be obtained from the use of the Software will be effective, accurate, or reliable; (c) the quality of the Software will meet your expectations; or that (d) any errors or defects in the Software will be corrected.

6. Limitation of Liability.

6.1 **We are not liable to you or anyone else for any special, incidental, indirect, consequential, or punitive damages whatsoever (even if we have been advised of the possibility of these damages), including those (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 these terms limits or excludes our liability for gross negligence, for our (or our employees’) intentional misconduct, or for death or personal injury.**

6.2 **Our total liability in any matter arising out of or related to these terms is limited to the aggregate amount that you paid to use the Software during the three-month period preceding the event giving rise to the liability. This limitation will apply even if we have been advised of the possibility of the liability exceeding the amount and notwithstanding any failure of essential purpose of any limited remedy.**

6.3 **The limitations and exclusions in this Section 6 apply to the maximum extent permitted by law.**

7. Termination.

7.1 **Termination by You.** You may stop using the Software at any time.

7.2 **Termination by Us.** If we terminate these terms for reasons other than for cause, then we will make reasonable effort to notify you at least 30 days prior to termination via the email address you provide to us with instructions on how to retrieve your content. We may at any time terminate these terms with you if:

- (a) you breach any provision of these terms (or act in a manner that clearly shows you do not intend to, or are unable to, comply with these terms);
- (b) you fail to make the timely payment of fees for the Software, if any; or
- (c) we are required to do so by law (for example, where the provision of the Software to you is, or becomes, unlawful).

Upon any such termination, you must return all full and partial copies of the items in the Software immediately to Adobe and discontinue distribution of any Sample Code and/or Redistributable Code.

7.3 Survival. Upon expiration or termination of these terms, any perpetual licenses you have granted, your indemnification obligations, our warranty disclaimers or limitations of liabilities, and dispute resolution provisions stated in these terms will survive.

8. Export Control Laws.

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 the laws, restrictions, and regulations.

9. Dispute Resolution.

9.1 Venue. Any claim or dispute you may have against us must be resolved by (a) a court located in Santa Clara County, California, U.S.A., if the law of California, U.S.A., governs the Software, and (b) a court located in Dublin, Ireland, if the law of Ireland governs the Software. You agree to submit to the personal jurisdiction of the applicable court for the purpose of litigating the claim or dispute. The parties specifically disclaim the applicability of the U.N. Convention on Contracts for the International Sale of Goods.

9.2 Injunctive Relief. Notwithstanding the foregoing, in the event of your or others' unauthorized access to or use of the Software or content 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.

10. Jurisdiction-Specific Terms.

This section applies to specific jurisdictions. If there is any conflict between this section and other sections, then this section governs in relation to the relevant jurisdiction.

10.1 New Zealand. 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.

10.2 European Economic Area.

(a) **Warranty.** If you obtained the Software in the European Economic Area (EEA), you usually reside in the EEA and you are a consumer (that is, your use of the Software is for personal, non-business related purposes), then your warranty period with regard to the Software is the duration of your subscription. Our entire liability related to any warranty claim and your sole and exclusive remedy under any warranty will be limited to either, at our option, support of our Software based on the warranty claim, replacement of the Software, or if support or replacement is not practicable, refund of prepaid and unused subscription fee proportionate to the specific Software. Furthermore, while these terms apply to any damages claims you make in respect of your use of the Software, we will be liable for direct losses that are reasonably foreseeable in the event

of our breach of this agreement. You should take all reasonable measures to avoid and reduce damages, in particular by making backup copies of the Software and its computer data.

(b) **Decompilation.** Nothing included in these terms limits any non-waivable right to decompile the Software that you may enjoy under the law. For example, if you are located in the European Union (EU), you may have the right under 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 we has not made this information available. Under this circumstance, you must first ask us in writing to provide the information necessary to achieve this interoperability. In addition, the decompilation may only be performed by you or someone who may use the Software on your behalf. We have the right to impose reasonable conditions before providing the information. You may use the information we supply or that you obtain only for the purpose described in this paragraph. You may not disclose the information to any third party or use the information in a manner that infringes our copyright or a copyright of one or our licensors.

10.3 Australia. If you obtained the Software in Australia, then the following provision applies, notwithstanding anything stated to the contrary in these terms:

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 or refund 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.

11. Specific Software Terms.

This section and the applicable Appendix to these terms apply to specific Software and components. If there is any conflict between this section (or the applicable Appendix) and other sections, then this section governs in relation to the relevant Software or components.

11.1 Font Software. If the Software includes font software (except for fonts available under Typekit, which is governed by its [Additional Terms](#)):

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

(b) 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.

(c) As an exception to the above, the fonts listed at http://www.adobe.com/go/restricted_fonts re included with the Software only for purposes of operation of the Software user interface and not for inclusion within any output files. The listed fonts are not licensed under this Section 10.1. You may not copy, move, activate or use, or allow any font management tool to copy, move, activate or use, the listed fonts in or with any software application, program, or file other than the Software.

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13. Compliance with Licenses.

If you are a business, company, or organization, then we may, no more than once every 12 months, upon seven 7 days' prior notice to you, appoint our personnel or an independent third party auditor who is obliged to maintain confidentiality to inspect your records, systems, and facilities to verify that your installation and use of any and all Software is in conformity with its valid licenses from us. Additionally, you will provide us with all records and information requested by us in order to verify that its installation and use of any and all Software is in conformity with your valid licenses from us within 30 days of our request. If the verification discloses a shortfall in licenses for the Software s, you will immediately acquire any necessary licenses, subscriptions, and any applicable back maintenance and support. If the underpaid fees exceed 5% of the value of the payable license fees, then you will also pay for our reasonable cost of conducting the verification.

14. Miscellaneous.

14.1 English Version. The English version of these terms will be the version used when interpreting or construing these terms.

14.2 Notice to Adobe. You may send the notices to us to at the following address: Adobe Systems, 345 Park Avenue, San Jose, California 95110-2704, Attention: General Counsel.

14.3 Entire Agreement. These terms constitute the entire agreement between you and us regarding your use of the Software and supersede any prior agreements between you and us relating to the Software.

14.4 Non-Assignment. You may not assign or otherwise transfer these terms or your rights and obligations under these terms, in whole or in part, without our written consent. We may transfer our rights under these terms to a third party.

14.5 Severability. If a particular term is not enforceable, the unenforceability of that term will not affect any other terms.

14.6 No Waiver. Our failure to enforce or exercise any of these terms is not a waiver of that section.

15. Third-Party Notices.

15.1 Third-Party Software. The Software may contain third-party software, subject to additional terms and conditions, available at <http://www.adobe.com/go/thirdparty>.

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