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Flash Media Encoding Server
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14.11 Certified Documents. If the Software allows you to author and validate Certified Documents, then this Section applies.

14.11.1 Certified Documents and CD Services. A "Certified Document" or "CD" is a PDF file that has been digitally signed using (a) the Software CD feature set; (b) a certificate; and (c) a "private" encryption key that corresponds to the "public" key in the certificate. Authoring of a CD requires that you obtain a certificate from an authorized CD Service Provider. "CD Service Provider" is an independent third party service vendor listed at http://www.adobe.com/security/partners_cds.html. Validation of a CD requires CD Services from the CD Service Provider that issued the certificate. "CD Services" are services provided by CD Service Providers, including but not limited to (a) certificates issued by such CD Service Provider for use with the Software's CD feature set; (b) services related to issuance of certificates; and (c) other services related to certificates, including but not limited to verification services.

14.11.2 CD Service Providers. Although the Software provides CD authoring and validation features, Adobe does not supply the necessary CD Services required to use these features. Purchasing, availability and responsibility for the CD Services are between you and the CD Service Provider. Before you rely upon any CD, any digital signature applied thereto, and/or any related CD Services, you must first review and agree to the applicable Issuer Statement and this agreement. "Issuer Statement" means the terms and conditions under which each CD Service Provider offers CD Services (see the links on http://www.adobe.com/security/partners_cds.html), including for example any subscriber agreements, relying party agreements, certificate policies and practice statements, and Section 14.11 of this agreement. By validating a CD using CD Services, you acknowledge and agree that (a) the certificate used to digitally sign a CD may be revoked at the time of verification, making the digital signature on the CD appear valid when in fact it is not; (b) the security or integrity of a CD may be compromised due to an act or omission by the signer of the CD, the applicable CD Service Provider, or any other third party; and (c) you must read, understand, and be bound by the applicable Issuer Statement.

14.11.3 Warranty Disclaimer and Limitation of Liability. CD Service Providers offer CD Services solely in accordance with the applicable Issuer Statement. EXCEPT AS MAY BE PROVIDED IN AN ISSUER STATEMENT, YOUR USE OF CD SERVICES IS AT YOUR OWN RISK. SEE SECTIONS 7 AND 8 FOR WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS WHICH GOVERN CD SERVICES.

14.11.4 Indemnity. You agree to hold Adobe and any applicable CD Service Provider (except as expressly provided in its Issuer Statement) 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 any use of, or reliance on, any CD Service, 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

Issuer Statement, this agreement or applicable law; (d) failure to exercise reasonable judgment under the circumstances in relying on the CD Services; or (e) failure to perform any of the obligations as required in an applicable Issuer Statement.

14.11.5 Third Party Beneficiaries. You agree that any CD Service Provider you utilize will be a third party beneficiary with respect to this Section of this agreement and that such CD Service Provider will have the right to enforce such provisions in its own name as if the CD Service Provider were Adobe.

14.12 Acrobat Professional Feature.

14.12.1 Definitions.

14.12.1.1 "Deploy" means to deliver or otherwise make available, directly or indirectly, by any means, an Extended Document to one or more recipients.

14.12.1.2 "Extended Document" means a Portable Document Format file manipulated by Acrobat Professional Software to enable the ability to locally save documents with filled-in PDF forms.

14.12.2 If the Software includes Acrobat Professional, the Software includes enabling technology that allows you to enable PDF documents with certain features through the use of a digital credential located within the Software ("Key"). You agree not to access, attempt to access, control, disable, remove, use or distribute the Key for any purpose.

14.12.3 For any unique Extended Document, you may only either (a) Deploy such Extended Document to an unlimited number of unique recipients but shall not extract information from more than five hundred (500) unique instances of such Extended Document or any hardcopy representation of such Extended Document containing filled form fields; or (b) Deploy such Extended Document to no more than five hundred (500) unique recipients without limits on the number of times you may extract information from such Extended Document returned to you filled-in by such Recipients. Notwithstanding anything herein to the contrary, obtaining additional licenses to use Acrobat Professional shall not increase the foregoing limits (that is, the foregoing limits are the aggregate total limits regardless of how many additional licenses to use Acrobat Professional you may have obtained).

14.13 Acrobat 3D Capture Utility. If the Software includes the Acrobat 3D Capture Utility, in addition to installing the Software as permitted under Section 2 above, you may install such utility separately on a single Unix Computer.

14.14 FlashPaper Printer. Notwithstanding anything herein to the contrary, you may not (a) install FlashPaper Printer on a server for multiple user access or use or (b) modify or replace the FlashPaper Printer viewer user interface that displays FlashPaper documents.

14.15 Flash Player. Your rights to use any Flash player, projector, standalone player, plug-in, or ActiveX control provided to you as part of or with the Software shall be solely as set forth in the following link, http://www.adobe.com/products/eula/tools/flashplayer_usage.html. Unless and except as provided therein, you shall have no rights to use or distribute such software.

14.16 Flash, Professional Edition. In addition to the computer on which you install and use the Flash, Professional Edition, you may install and use the Flash Video Encoder provided with the copy of the Flash Professional software on a computer that is separate from the computer on which you have installed and use such copy of the Flash Professional software, provided that (a) the Flash Video Encoder is used solely in connection with content you create using Flash Professional software and (b) the Flash Video Encoder is not installed or used after the time you are no longer the primary user of the primary computer on which such copy of the Flash Professional software is installed.

14.17 Contribute Publishing Services. Subject to the Contribute Publishing Services software end user license agreement accompanying such software, you shall not connect to the Contribute Publishing Services software unless you have purchased a license to connect to such Contribute Publishing Services software for each individual who may connect to such Contribute Publishing Services software; provided, however, Trial Versions of Adobe Contribute software may install and connect to the Contribute Publishing

Services software in accordance with the Contribute Publishing Services software end user license agreement.

14.18 ColdFusion Report Builder: You may install and use the Software on as many single computers as you need. You shall only use and/or read the output file created from the Software only with or on ColdFusion software. You shall not decrypt or reverse engineer any output file created from the Software.

14.19 Adobe Presenter. If the Software includes Adobe Presenter, then if you install or use the Adobe Acrobat Connect Add-in in connection with the use of the Software, you agree that you will install and use the Acrobat Connect Add-in only on a desktop computer and not on any non-PC product, including, but not limited to, a web appliance, set top box (STB), handheld, phone, or web pad device. Further, the portion of the Software that is embedded in a presentation, information, or content created and generated using the Software (the "Adobe Presenter Run-Time") may only be used together with the presentation, information, or content in which it is embedded. You shall not use, and shall cause all licensees of such presentation, information, or content not to use, the Adobe Presenter Run-Time other than as embedded in such presentation, information or content. In addition, you shall not, and you shall cause all licensees of such presentation, information, or content not to, modify, reverse engineer, or disassemble the Adobe Presenter Run-Time.

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