

# ADOBE SYSTEMS INCORPORATED ELECTRONIC END USER LICENSE AGREEMENT

## NOTICE TO USER:

THIS IS A CONTRACT. BY INSTALLING THIS SOFTWARE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

This Adobe Systems Incorporated ("Adobe") End User License Agreement accompanies an Adobe™ software product and related explanatory materials ("Software"). The term "Software" shall also include any upgrades, modified versions or updates of the Software licensed to you by Adobe. This copy of the Software is licensed to you as the end user. Please read this Agreement carefully.

- TO ACCEPT THIS AGREEMENT, PRESS **CONTINUE AND INSTALL**.
- TO **DECLINE** THIS AGREEMENT, PRESS **CONTINUE AND QUIT**, AND YOU WILL NOT BE ABLE TO USE THE SOFTWARE.

Adobe grants to you a nonexclusive license to use the Software, provided that you agree to the following:

### 1. Use of the Software.

- You may install the Software in a single location on a hard disk or other storage device; install and use the Software on a file server for use on a network for the purpose of permanent installation onto hard disks or other storage devices or use of the Software over such network; and make backup copies of the Software.
- You may make unlimited copies of the Software and give copies to other persons or entities as long as the copies contain this Agreement and the same copyright and other proprietary notices that appear on or in the Software.

**2. Copyright.** The Software is owned by Adobe and its suppliers, and its structure, organization and code are the valuable trade secrets of Adobe and its suppliers. The Software is also protected by United States Copyright Law and International Treaty provisions. You agree not to modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software. You may use trademarks only to identify printed output produced by the Software, in accordance with accepted trademark practice, including identification of trademark owner's name. Such use of any trademark does not give you any rights of ownership in that trademark. Except as stated above, this Agreement does not grant you any intellectual property rights in the Software.

**3. Transfer.** You may not rent, lease, or sublicense the Software. You may, however, transfer all your rights to use the Software to another person or entity, provided that you transfer this Agreement with the Software.

**4. No Warranty.** The Software is being delivered to you AS IS and Adobe makes no warranty as to its use or performance. ADOBE AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE OR DOCUMENTATION. ADOBE AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT WILL ADOBE OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS OR LOST SAVINGS, EVEN IF AN ADOBE REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, or the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to you.

**5. Governing Law and General Provisions.** This Agreement will be governed by the laws of the State of California, U.S.A., excluding the application of its conflicts of law rules. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. You 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 or regulations. This Agreement shall automatically terminate upon failure by you to comply with its terms. This Agreement may only be modified in writing signed by an authorized officer of Adobe.

**6. Notice to Government End Users.** If this product is acquired under the terms of a: GSA contract- Use, reproduction or disclosure is subject to the restrictions set forth in the applicable ADP Schedule contract; DoD contract- Use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of 252.227-7013; Civilian agency contract- Use, reproduction, or disclosure is subject to 52.227-19 (a) through (d) and restrictions set forth in the accompanying end user agreement.

Unpublished-rights reserved under the copyright laws of the United States. Adobe Systems Incorporated, 1585 Charleston Road, P.O. Box 7900, Mountain View, CA 94039-7900.

Adobe is a trademark of Adobe Systems Incorporated which may be registered in certain jurisdictions.

**LANGUAGE TO APPEAR ON “INSTALL” MENU SCREEN FOLLOWING LICENSE AGREEMENT:**

Press **INSTALL** to accept End User License and install Software.

Press **QUIT** to decline End User License. The Software will not be accessible. Please delete.