



ADOBE GOLIVE “EXTEND SCRIPT” SOFTWARE DEVELOPMENT KIT END USER LICENSE AGREEMENT

Notice to user: THIS IS A CONTRACT BETWEEN YOU AND ADOBE. BY USING ALL OR ANY PORTION OF THE SDK, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS OF THIS LICENSE, YOU MAY NOT USE THE SDK. This License Agreement accompanies Adobe’s GoLive Software Development Kit (“SDK”) and related explanatory materials and also applies to any upgrades, modified versions, updates, additions, and copies of the SDK made available to You by Adobe. This copy of the SDK is licensed to You as the end user or to Your employer or another third party authorized to permit Your use of the SDK to develop extensions and/or libraries for GoLive.

1. **DEFINITIONS.** In this License Agreement, SDK means the API development software, Sample Code, Tools, documentation, and other items, all as delivered to you by Adobe and included within the Adobe GoLive SDK folder, and Tools included in the GoLive software. Only those items listed in this definition of the SDK are part of the SDK. The GoLive software placed on your computer by executing the GoLive installer is NOT included as part of the SDK except as expressly provided herein. Adobe Products refer to Adobe’s application programs and software such as GoLive which are or may be made available for licensing to the general public, including any modified versions or upgrades thereof. API development software means that software in the SDK folder not otherwise made available by Adobe as a commercial product, that Adobe has included for You as part of the SDK to distribute unmodified with Your extensions and/or libraries. Sample Code means software code such as C, C++ and/or JavaScript/XML code that Adobe has included for You to incorporate into Your extensions and/or libraries. Tools refer to the Extend Script runtime engine within GoLive, the debugger within GoLive, and/or other utilities that may be included in the SDK for You to test or run Your extensions and/or libraries. “Adobe” means Adobe Systems Incorporated, a Delaware corporation, 345 Park Avenue, San Jose, California 95110, if a license to the Software is obtained when you are in the United States, Canada, or Mexico; otherwise it means Adobe Systems Software Ireland Limited, Unit 3100, Lake Drive, City West Campus, Saggart D24, Republic of Ireland, a company organized under the laws of Ireland and an affiliate and licensee of Adobe Systems Incorporated. Developer, You and Your refer to any person or entity acquiring or using the SDK under the terms of this License Agreement.

2. **ROYALTY-FREE LICENSE.** Subject to the restrictions contained in this Section 2, Adobe grants to You a nonexclusive, nontransferable, royalty-free license to use the items in the SDK only for the purpose of internal development of extensions and/or libraries designed to function with Adobe products, and in particular the GoLive “Extend Script” runtime engine within GoLive and distribute the extensions and/or libraries.

Further under this License, You may use, modify or merge all or portions of the Sample Code with Your code and may market, promote and distribute the resulting extension provided the extension operates as expected by enhancing the functionality of GoLive under normal operating conditions. Any modified or merged portion of the Sample Code is subject to this License Agreement. This License does not permit you to use Adobe’s logos to market Your extensions and/or libraries and you may only make referential use of Adobe’s name and trademarks to identify the Adobe products your extension is designed to operate within. You may not assign Your rights or obligations granted under this License Agreement without the prior written consent of Adobe. Any attempted assignment or transfer without such prior written consent from Adobe shall be void and of no effect.

You may use the Adobe Products subject to the End User License that is included with the Adobe Product. In addition, You may use the Tools, accompanying materials or other items in the SDK solely for the

purpose of internal development. You may not include any portion of Adobe Products or Tools in Developers products software or technology under this License Agreement. You may not sell, sublicense, rent, loan or lease the Adobe Products or Tools to any third party. You may not reverse engineer, decompile or disassemble any Adobe Products, API development software or Tools that are supplied to You under this License Agreement. To the extent that local law grants You the right to decompile software in order to obtain information necessary to render the software interoperable with other software, You shall first request to Adobe in writing to provide You with the necessary information. Adobe has the right to impose reasonable conditions such as a reasonable fee for doing so. Requests for information should be directed to Adobe at the address provided in the SDK or such other address made available on adobe.com through the Adobe Solutions Network from time to time.

You may make copies of the SDK to be used by Your employees or consultants as provided herein, and not for general business purposes, and such employees or consultants shall be subject to this License Agreement.

You may use API development software only as provided in the Adobe specification applicable thereto, and distribute it solely with Your extensions and/or libraries on the same media. You may not modify API development software. The API development software may be distributed to Your customers under the terms of Your standard End User License Agreement provided it includes terms which are substantially similar to those applicable to the API development software, as described herein.

3. **PROPRIETARY RIGHTS.** The items in the SDK are the intellectual property of Adobe and its suppliers and are protected by United States copyright and patent law, international treaty provisions and applicable laws of the country in which it is being used. You agree to protect all copyright and other ownership interests of Adobe and/or its suppliers in all items in the SDK supplied under this License Agreement. You agree that all copies of the items in the SDK, reproduced for any reason by You, contain the same copyright notices, and other proprietary notices as appropriate, as appear on or in the master items delivered by Adobe in the SDK. Adobe and/or its suppliers retain title and ownership of the items in the SDK, the media on which it is recorded, and all subsequent copies, regardless of the form or media in or on which the original and other copies may exist. Except as stated above, this License Agreement does not grant You any rights to patents, copyrights, trade secrets, trademarks or any other rights in respect to the items in the SDK.

4. **TERM.** This License Agreement is effective until terminated. Adobe has the right to terminate Your License immediately, without judicial intervention, if You fail to comply with any term of this License Agreement. Upon any such termination You must return all full and partial copies of the items in the SDK immediately to Adobe.

5. **DISCLAIMER OF WARRANTY.** Adobe licenses the API development software, Sample Code and other items in the SDK to Developer only on an "AS IS" basis. Adobe makes no representation with respect to the adequacy of the API development software, Sample Code and other items in the SDK used in the development of Developers products for any particular purpose or with respect to their adequacy to produce any particular result. Adobe and its suppliers shall not be liable for loss or damage arising out of this License Agreement or from the distribution or use of Developers products containing portions of the Sample Code, API development software or from any of the other items in the SDK. ADOBE AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION OR NONINFRINGEMENT OF ANY THIRD PARTY RIGHT IN RESPECT OF THE ITEMS IN THE SDK OR ANY SERVICES RELATED TO THE SDK.

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. You may have rights which vary from state to state or jurisdiction to jurisdiction. The foregoing does not affect or prejudice Your statutory rights. To the extent permissible any implied warranties are limited to ninety (90) days. For further warranty information You may contact Adobe's Customer Support Department for Adobe Products or the Adobe Solution Network

for Sample Code and Tools, at Adobe Systems Incorporated, Adobe Solutions Network, 801 North 34th Street, Seattle, WA 98103.

Adobe is under no obligation to provide any support under this License Agreement, including upgrades or future versions of Sample Code, API development software or other items in the SDK, to Developer, end user or to any other party. Adobe is acting on behalf of its suppliers for the purpose of disclaiming, excluding and/or restricting obligations, warranties and liability as provided in this Clause 5, but in no other respects and for no other purpose.

6. **LIMITATION OF LIABILITY.** Notwithstanding any other provisions of this License Agreement, Adobe's liability to You under this License Agreement shall be limited to the amount paid by You for the SDK.

IN NO EVENT WILL ADOBE BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES INCLUDING DAMAGES FOR ANY LOST PROFITS, LOST SAVINGS, LOSS OF DATA, COSTS, FEES OR EXPENSES OF ANY KIND OR NATURE ARISING OUT OF ANY PROVISION OF THIS LICENSE AGREEMENT OR THE USE OR INABILITY TO USE THE ITEMS IN THE SDK, EVEN IF AN ADOBE REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY PARTY. Some jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, so the above limitation or exclusion may not apply to You. Nothing contained in this Agreement shall prejudice the statutory rights of any party dealing as a consumer.

7. **INDEMNIFICATION.** Developer agrees to indemnify, hold harmless, and defend Adobe from and against any claims or lawsuits, including attorneys' fees, that arise or result from Developer's use and distribution of Developer's products that are based upon the SDK, provided that Adobe gives Developer prompt written notice of any such claim, tenders to Developer the defense or settlement of such a claim at Developer's expense and cooperates with Developer, at Developer expense, in defending or settling such claim.

8. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the substantive laws in force: (a) in the State of California, if a license to the Software is obtained when you are in the United States, Canada, or Mexico; or (b) in Japan, if a license to the Software is obtained when you are in Japan, China, Korea, R.O.C, or other Southeast Asian country where all official languages are written in either an ideographic script (e.g., hanzi, kanji, or hanja), and/or other script based upon or similar in structure to an ideographic script, such as hangul or kana; or (c) in Ireland, if a license to the Software is obtained when you are in any other jurisdiction not described above. The respective courts of Santa Clara County, California when California law applies, Tokyo District Court in Japan, when Japanese law applies, and the courts of Ireland, when the law of Ireland applies, shall each have non-exclusive jurisdiction over all disputes relating to this Agreement. This Agreement will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

9. **U.S. GOVERNMENT REGULATIONS.** You agree that any Developer product that includes Sample Code or API development software (i) will include in its license agreement a reference to applicable U.S. Government regulations that control licensing of software, and (ii) will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act. For additional information with respect to United States export controls, you may wish to visit the U.S. Bureau of Export Administration's web site at: <http://www.bxa.doc.gov>. You are also advised to consult legal counsel concerning the applicability of the Export Administration Regulations to your particular product and proposed export.

10. **WAIVER.** None of the provisions of this License Agreement shall be deemed to have been waived by any act or acquiescence on the part of Adobe, its agents or employees, but only by an instrument in writing signed by an officer of Adobe.

11. INTEGRATION. When conflicting language exists between this License Agreement and any other agreement included in the SDK, this License Agreement shall supersede. If either Adobe or Developer employs attorneys to enforce any rights arising out of or relating to this License Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees. You acknowledge that You have read this License Agreement, understand it and that it is the complete and exclusive statement of Your agreement with Adobe which supersedes any prior agreement, oral or written, between Adobe and You with respect to the licensing to You of the SDK. No variation of the terms of this License Agreement will be enforceable against Adobe unless Adobe gives its express consent, in writing signed by an officer of Adobe. The English language version of this Agreement shall be the version used in the event any dispute arises hereunder. All translations of this Agreement are for convenience only and shall not be used by the parties or any court when interpreting or construing this Agreement.

Adobe, GoLive, and the Adobe logo, are either trademarks or registered trademarks of Adobe Systems Incorporated in the United States and/or other countries.