

ADOBE

End User Licence Agreement

Please return any accompanying registration form to receive registration benefits.

NOTICE TO USER: PLEASE READ THIS CONTRACT CAREFULLY. BY USING ALL OR ANY PORTION OF THE SOFTWARE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING, IN PARTICULAR THE LIMITATIONS ON: USE CONTAINED IN SECTION 2; TRANSFERABILITY IN SECTION 4; WARRANTY IN SECTION 6 AND 7; AND LIABILITY IN SECTION 8. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE, DO NOT USE THIS SOFTWARE. IF YOU ACQUIRED THE SOFTWARE ON TANGIBLE MEDIA (e.g. CD) WITHOUT AN OPPORTUNITY TO REVIEW THIS LICENCE AND YOU DO NOT ACCEPT THIS AGREEMENT, YOU MAY OBTAIN A REFUND OF THE AMOUNT YOU ORIGINALLY PAID IF YOU: (A) DO NOT USE THE SOFTWARE AND (B) RETURN IT, WITH PROOF OF PAYMENT, TO THE LOCATION FROM WHICH IT WAS OBTAINED WITHIN THIRTY (30) DAYS OF THE PURCHASE DATE.

1. Definitions. "Software" means (a) all of the contents of the files, disk(s), CD-ROM(s) or other media with which this Agreement is provided, including but not limited to (i) Adobe or third party computer information or software; (ii) digital images, stock photographs, clip art, sounds or other artistic works ("Stock Files"); (iii) related explanatory written materials or files ("Documentation"); and (iv) fonts; and (b) upgrades, modified versions, updates, additions, and copies of the Software, if any, licensed to you by Adobe (collectively, "Updates"). "Use" or "Using" means to access, install, download, copy or otherwise benefit from using the functionality of the Software in accordance with the Documentation. "Permitted Number" means one (1) unless otherwise indicated under a valid licence (e.g. volume license) granted by Adobe. "Computer" means an electronic device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions. "Adobe" means Adobe Systems Incorporated, a Delaware corporation, 345 Park Avenue, San Jose, California 95110, if subsection 10(a) of this Agreement applies; otherwise it means Adobe Systems Benelux BV, Europlaza, Hoogoorddreef 54a, 1101 BE Amsterdam ZO, the Netherlands, a company organized under the laws of the Netherlands and an affiliate and licensee of Adobe Systems Incorporated.

2. Software Licence. As long as you comply with the terms of this End User Licence Agreement (the "Agreement"), Adobe grants to you a non-exclusive licence to use the Software for the purposes described in the Documentation. Some third party materials included in the Software may be subject to other terms and conditions, which are typically found in a "Read Me" file located near such materials.

2.1. General Use. You may install and use a copy of the Software on your compatible computer, up to the Permitted Number of computers; or

2.2. Server Use. You may install one copy of the Software on your computer file server for the purpose of downloading and installing the Software onto other computers within your internal network up to the Permitted Number or you may install one copy of the Software on a computer file server within your internal network for the sole and exclusive purpose of using the Software through commands, data or instructions (e.g. scripts) from another computer on your internal network, provided that the total number of users that access or use the Software on such computer file server, does not exceed the Permitted Number. No other network use is permitted, including but not limited to, using the Software either directly or through commands, data or instructions from or to a computer not part of your internal network, for internet or web hosting services or by any user not licensed to use this copy of the Software through a valid licence from Adobe; and

2.3. Backup Copy. You may make one backup copy of the Software, provided your backup copy is not installed or used on any computer. You may not transfer the rights to a backup copy unless you transfer all rights in the Software as provided under Section 4."

2.4. Home Use. You, as the primary user of the computer on which the Software is installed, may also install the Software on one of your home computers. However, the Software may not be used on your home computer at the same time the Software on the primary computer is being used.

2.5. Stock Files. Unless stated otherwise in the "Read-Me" files associated with the Stock Files, which may include specific rights and restrictions with respect to such materials, you may display, modify, reproduce and

distribute any of the Stock Files included with the Software. However, you may not distribute the Stock Files on a stand-alone basis, i.e., in circumstances in which the Stock Files constitute the primary value of the product being distributed. Stock Files may not be used in the production of libelous, defamatory, fraudulent, lewd, obscene or pornographic material or any material that infringes upon any third party intellectual property rights or in any otherwise illegal manner. You may not claim any trademark rights in the Stock Files or derivative works thereof.

2.6. Font Software. If the Software includes font software —

2.6.1. You may use the font software as described above on the Permitted Number of computers and output such font software on any output devices connected to such computers.

2.6.2. If the Permitted Number of computers is five or fewer, you may download the font software to the memory (hard disk or RAM) of one output device connected to at least one of such computers for the purpose of having such font software remain resident in the output device, and of one additional such output device for every multiple of five represented by the Permitted Number of computers.

2.6.3. You may take a copy of the font(s) you have used for a particular file to a commercial printer or other service bureau, and such service bureau may use the font(s) to process your file, provided such service bureau has a valid licence to use that particular font software.

2.6.4. You may convert and install the font software into another format for use in other environments, subject to the following conditions: A computer on which the converted font software is used or installed shall be considered as one of your Permitted Number of computers. Use of the font software you have converted shall be pursuant to all the terms and conditions of this Agreement. Such converted font software may be used only for your own customary internal business or personal use and may not be distributed or transferred for any purpose, except in accordance with the Transfer section below.

2.6.5 You may embed the font software, or outlines of the font software, into your electronic documents to the extent that the font vendor copyright owner allows for such embedding. The fonts contained in this package may contain both Adobe and non-Adobe owned fonts. You may fully embed any font owned by Adobe. Refer to the font sample sheet or font information file to determine font ownership. See the Documentation for location and information on how to access these sheets and files.

3. Intellectual Property Rights. The Software and any copies that you are authorized by Adobe to make are the intellectual property of and are owned by Adobe Systems Incorporated and its suppliers. The structure, organization and code of the Software are the valuable trade secrets and confidential information of Adobe Systems Incorporated and its suppliers. The Software is protected by copyright, including without limitation by United States Copyright Law, international treaty provisions and applicable laws in the country in which it is being used. You may not copy the Software, except as set forth in Section 2 (“Software Licence”). Any copies that you are permitted to make pursuant to this Agreement must contain the same copyright and other proprietary notices that appear on or in the Software. Except for font software converted to other formats as permitted in section 2.6.4, you agree not to modify, adapt or translate the Software. You also agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software except to the extent you may be expressly permitted to decompile under applicable law, it is essential to do so in order to achieve operability of the Software with another software program, and you have first requested Adobe to provide the information necessary to achieve such operability and Adobe has not made such information available. Adobe has the right to impose reasonable conditions and to request a reasonable fee before providing such information. Any information supplied by Adobe or obtained by you, as permitted hereunder, may only be used by you 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. Requests for information should be directed to the Adobe Customer Support Department. Trademarks shall be used in accordance with accepted trademark practice, including identification of trademarks owners’ names. Trademarks can only be used to identify printed output produced by the Software and such use of any trademark does not give you any rights of ownership in that trademark. Except as expressly stated above, this Agreement does not grant you any intellectual property rights in the Software.

4. Transfer. You may not rent, lease, sublicense or authorize all or any portion of the Software to be copied onto another users computer except as may be expressly permitted herein. You may, however, transfer all your rights to use the Software to another person or legal entity provided that: (a) you also transfer each this Agreement, the Software and all other software or hardware bundled or pre-installed with the Software, including all copies,

Updates and prior versions, and all copies of font software converted into other formats, to such person or entity; (b) you retain no copies, including backups and copies stored on a computer; and (c) the receiving party accepts the terms and conditions of this Agreement and any other terms and conditions upon which you legally purchased a licence to the Software. Notwithstanding the foregoing, you may not transfer education, pre-release, or not for resale copies of the Software.

5. Multiple Environment Software / Multiple Language Software / Dual Media Software / Multiple Copies/ Bundles / Updates. If the Software supports multiple platforms or languages, if you receive the Software on multiple media, if you otherwise receive multiple copies of the Software, or if you received the Software bundled with other software, the total number of your computers on which all versions of the Software are installed may not exceed the Permitted Number. You may not rent, lease, sublicense, lend or transfer any versions or copies of the Software you do not use. If the Software is an Update to a previous version of the Software, you must possess a valid licence to such previous version in order to use the Update. You may continue to use the previous version of the Software on your computer after you receive the Update to assist you in the transition to the Update, provided that: the Update and the previous version are installed on the same computer; the previous version or copies thereof are not transferred to another party or computer unless all copies of the Update are also transferred to such party or computer; and you acknowledge that any obligation Adobe may have to support the previous version of the Software may be ended upon availability of the Update.

6. **LIMITED WARRANTY.** Adobe warrants to the person or entity that first purchases a licence for the Software for use pursuant to the terms of this licence, that the Software will perform substantially in accordance with the Documentation for the ninety (90) day period following receipt of the Software when used on the recommended hardware configuration. Non-substantial variations of performance from the Documentation does not establish a warranty right. THIS LIMITED WARRANTY DOES NOT APPLY TO UPDATES, FONT SOFTWARE CONVERTED INTO OTHER FORMATS, PRE-RELEASE, TRYOUT, PRODUCT SAMPLER, OR NOT FOR RESALE (NFR) COPIES OF SOFTWARE. To make a warranty claim, you must return the Software to the location where you obtained it along with proof of purchase within such ninety (90) day period. If the Software does not perform substantially in accordance with the Documentation, the entire liability of Adobe and your exclusive remedy shall be limited to either, at Adobe's option, the replacement of the Software or the refund of the licence fee you paid for the Software. THE LIMITED WARRANTY SET FORTH IN THIS SECTION GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE ADDITIONAL RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. For further warranty information, please see the jurisdiction specific information at the end of this Agreement, if any, or contact Adobe's Customer Support Department.

7. **DISCLAIMER.** THE FOREGOING LIMITED WARRANTY STATES THE SOLE AND EXCLUSIVE REMEDIES FOR ADOBE'S OR ITS SUPPLIER'S BREACH OF WARRANTY. ADOBE AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, AND FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO YOU IN YOUR JURISDICTION, 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 OTHER MATTERS, INCLUDING BUT NOT LIMITED TO NON-INFRINGEMENT OF THIRD PARTY RIGHTS, INTEGRATION, SATISFACTORY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

8. **LIMITATION OF LIABILITY.** IN NO EVENT WILL ADOBE OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY DAMAGES, CLAIMS OR COSTS WHATSOEVER OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF AN ADOBE REPRESENTATIVE 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 YOUR JURISDICTION. ADOBE'S AGGREGATE LIABILITY AND THAT OF ITS SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE, IF ANY.

Nothing contained in this Agreement limits Adobe's liability to you in the event of death or personal injury resulting from Adobe's negligence or for the tort of deceit (fraud). Adobe is acting on behalf of its suppliers for the purpose of disclaiming, excluding and/or limiting obligations, warranties and liability as provided in this Agreement, but in no other respects and for no other purpose. For further information, please see the jurisdiction specific information at the end of this Agreement, if any, or contact Adobe's Customer Support Department.

9. Export Rules. 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 (collectively the "Export Laws"). In addition, if the Software is identified as export controlled items under the Export Laws, you represent and warrant that you are not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Iraq, Syria, Sudan, Libya, Cuba, North Korea, and Serbia) and that you are not otherwise prohibited under the Export Laws from receiving the Software. All rights to use the Software are granted on condition that such rights are forfeited if you fail to comply with the terms of this Agreement.

10. 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 licence to the Software is purchased when you are in the United States, Canada, or Mexico; or (b) in Japan, if a licence to the Software is purchased 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) the Netherlands, if a licence to the Software is purchased 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 Amsterdam, the Netherlands, when the law of the Netherlands 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.

11. General Provisions. 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. 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. Updates may be licensed to you by Adobe with additional or different terms. This is the entire agreement between Adobe and you relating to the Software and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Software.

12. Notice to U.S. Government End Users. The Software and Documentation are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States. Adobe Systems Incorporated, 345 Park Avenue, San Jose, CA 95110-2704, USA. For U.S. Government End Users, 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.

13. Compliance with Licences. If you are a business or organisation, you agree that upon request from Adobe or Adobe's authorised representative, you will within thirty (30) days fully document and certify that use of any and all Adobe Software at the time of the request is in conformity with your valid licences from Adobe.

14. JURISDICTION SPECIFIC EXCEPTIONS TO TERMS ABOVE.

14.1 Limited Warranty for users located in Germany or Austria only. If you purchased a license to the software in Germany or Austria then Section 6 does not apply, instead, Adobe warrants to the person or entity that first purchases a licence for the Software, that the Software will perform substantially in accordance with the Documentation for a period of six (6) months following receipt of the Software when used on the recommended hardware configuration. Non-substantial variations of performance from the Documentation does not establish a warranty right. THIS LIMITED WARRANTY DOES NOT APPLY TO UPDATES, FONT SOFTWARE CONVERTED INTO OTHER FORMATS, PRE-RELEASE, TRYOUT, PRODUCT SAMPLER, NOT FOR RESALE (NFR) COPIES OF SOFTWARE, OR TO SOFTWARE THAT HAS BEEN ALTERED BY YOU, TO THE EXTENT SUCH ALTERATIONS CAUSED A DEFECT. To make a warranty claim, you must return the Software, at our expense, to the location where you obtained it along with proof of purchase within such six (6) month period. If the Software does not perform substantially in accordance with the Documentation, the entire liability of Adobe and your exclusive remedy shall be limited to either, at Adobe's option, the replacement of the Software, the reduction of the license fee, or a refund of the licence fee you paid for the Software. THE LIMITED WARRANTY SET FORTH IN THIS SECTION GIVES YOU SPECIFIC LEGAL RIGHTS. For further warranty information, please contact Adobe's Customer Support Department.

14.2 Limitation of Liability for users in Germany and Austria only. If you purchased a license to the software in Germany or Austria then Section 8 does not apply, instead, Adobe may be liable without limitation for damages you have incurred under or in connection with this Agreement only if the damage has been caused by the willful or grossly negligent act of Adobe or its agents. Adobe is liable only to the extent of the typically foreseeable damage for such damages which have been caused by any other negligent breach of a substantial contractual duty by Adobe or its agents. These aforementioned limitations apply irrespective of their legal basis, in particular with regard to any pre-contractual or auxiliary contractual claims. The limitations shall not apply, however, to any mandatory liability under the applicable German or Austrian Product Liability Act, nor to any damage which is caused due to the breach of an express warranty to the extent that such express warranty was intended to protect the user against the specific damage incurred. The obligations under the second sentence shall not apply if any damage is caused by your having altered the Software, or if the respective data carriers (media) have been damaged by accident, misuse or inappropriate use, or if the damage concerned has been caused by the use of the Software in connection with other software for which the Software was not designated to be used according to the Documentation.

If you have any questions regarding this Agreement or if you wish to request any information from Adobe please use the address and contact information included with this product to contact the Adobe office serving your jurisdiction.

Adobe is a trademark or registered trademark of Adobe Systems Incorporated in the United States and/or other countries.