

ADOBE
Personal Computer Software License Agreement

1. WARRANTY DISCLAIMER, BINDING AGREEMENT AND ADDITIONAL TERMS AND AGREEMENTS.

1.1 WARRANTY DISCLAIMER. THE SOFTWARE AND OTHER INFORMATION IS DELIVERED TO YOU “AS IS” AND WITH ALL FAULTS. ADOBE, ITS SUPPLIERS, AND CERTIFICATION AUTHORITIES DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE, CERTIFICATE AUTHORITY SERVICES, OR OTHER THIRD PARTY OFFERINGS. EXCEPT TO THE EXTENT THAT ANY WARRANTY, CONDITION, REPRESENTATION, OR TERM CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO YOU IN YOUR JURISDICTION, ADOBE AND ITS SUPPLIERS AND CERTIFICATION AUTHORITIES MAKE NO WARRANTIES, CONDITIONS, REPRESENTATIONS, OR TERMS (EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE, OR OTHERWISE) AS TO ANY MATTER, INCLUDING WITHOUT LIMITATION NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, INTEGRATION, SATISFACTORY QUALITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. THE PROVISIONS OF SECTIONS 1.1 AND 10 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT, HOWSOEVER CAUSED, BUT THIS SHALL NOT IMPLY OR CREATE ANY CONTINUED RIGHT TO USE THE SOFTWARE AFTER TERMINATION OF THIS AGREEMENT.

1.2 BINDING AGREEMENT: By using, copying, or distributing all or any portion of the Adobe Software, you accept all the terms and conditions of this agreement, including, in particular, the provisions on:

- Use (Section 3);
- Transferability (Section 5);
- Connectivity and Privacy (Section 7), including:
- Updating,
- Local Storage,
- Settings Manager,
- Peer Assisted Networking Technology,
- Content Protection Technology, and
- Use of Adobe Online Services;
- Warranty Disclaimer (Section 1.1), and;
- Liability Limitations (Sections 10 and 17).

Upon acceptance, this agreement is enforceable against you and any entity that obtained the Software and on whose behalf it is used. If you do not agree, do not Use the Software.

1.3 ADDITIONAL TERMS AND AGREEMENTS. Adobe permits you to Use the Software only in accordance with the terms of this agreement. Use of some third-party materials included in the Software may be subject to other terms and conditions typically found in a separate license agreement, a “Read Me” file located near such materials, or in the “Third Party Software Notices and/or Additional Terms and Conditions” found at <http://www.adobe.com/go/thirdparty>. Such other terms and conditions will supersede all or portions of this agreement in the event of a conflict with the terms and conditions of this agreement.

2. Definitions.

“Adobe” means Adobe Systems Incorporated, a Delaware corporation, 345 Park Avenue, San Jose, California, 95110, if subsection 12(a) of this agreement applies; otherwise it means Adobe Systems Software Ireland Limited, 4-6 Riverwalk, Citywest Business Campus, Dublin 24, Ireland, a company organized under the laws of Ireland and an affiliate and licensee of Adobe Systems Incorporated.

“Compatible Computer” means a Computer that conforms to the system requirements of the Software as specified in the Documentation.

“Computer” means a virtual machine or physical personal electronic device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.

“Personal Computer” or “PC” means a hardware product which is designed and marketed with the primary purpose of operating a wide variety of productivity, entertainment, and other software applications provided by unrelated third-party software vendors, which operates depending upon the use of a full-function and full-feature set computer operating system of the type(s) then in widespread use, with hardware to operate general-purpose laptop, desktop, server, and large-format tablet microprocessor-based computers. This definition of Personal Computer excludes hardware products that are designed and/or

marketed to have one or more of the following as their primary purpose: television, television receiver, portable media player, audio/video receiver, radio, audio headphone, audio speaker, personal digital assistant (“PDA”), telephone or a similar telephony-based device, game console, personal video recorder (“PVR”), player for digital versatile disc (“DVD”) or other optical media, video camera, still camera, camcorder, video editing and format conversion device, or video image projection device, and shall further exclude any similar type of consumer, professional, or industrial device.

“Software” means (a) all of the contents of the files (delivered electronically or on physical media), or disk(s) or other media with which this agreement is provided, which may include (i) Adobe or third-party computer information or software, including Acrobat Reader® (“Reader”), Adobe® AIR® (“Adobe AIR”), Adobe Flash® Player, Shockwave® Player, and Authorware® Player (collectively, Adobe AIR and the Flash, Shockwave, and Authorware players are the “Adobe Runtimes”); (ii) related explanatory written materials or files (“Documentation”); and (iii) fonts; and (b) upgrades, modified versions, updates, additions, and copies of the foregoing, provided to you by Adobe at any time (collectively, “Updates”).

“Use” means to access, install, download, copy, or otherwise benefit from using the functionality of the Software.

3. Software License.

If you obtained the Software from Adobe or one of its authorized licensees, and subject to your compliance with the terms of this agreement, including the restrictions in Section 4, Adobe grants to you a non-exclusive license to Use the Software in the manner and for the purposes described in the Documentation as follows:

3.1 General Use. You may install and Use one copy of the Software on your Compatible Computer. See Section 4 for important restrictions on the Use of the Software.

3.2 Server Use. This agreement does not permit you to install or Use the Software on a computer file server. For information on Use of Software on a computer file server, please refer to http://www.adobe.com/go/acrobat_distribute for information about Reader; or <http://www.adobe.com/go/licensing> for information about the Adobe Runtimes.

3.3 Distribution. This license does not grant you the right to sublicense or distribute the Software. For information about obtaining the right to distribute the Software on tangible media or through an internal network or with your product or service, please refer to http://www.adobe.com/go/acrobat_distribute for information about Reader, or <http://www.adobe.com/go/licensing> for information about the Adobe Runtimes.

3.4 Backup Copy. You may make one backup copy of the Software, provided your backup copy is not installed or used other than for archival purposes. You may not transfer the rights to a backup copy unless you transfer all rights in the Software, as provided under Section 5.

4. Obligations and Restrictions.

4.1 Adobe Runtime Restrictions. You will not Use any Adobe Runtime on any non-PC device or with any embedded or device version of any operating system. For the avoidance of doubt, and by example only, you may not Use an Adobe Runtime on any (a) mobile device, set top box (STB), handheld, phone, game console, TV, DVD player, media center (other than with Windows XP Media Center Edition and its successors), electronic billboard or other digital signage, Internet appliance or other Internet-connected device, PDA, medical device, ATM, telematic device, gaming machine, home automation system, kiosk, remote control device, or any other consumer electronics device; (b) operator-based mobile, cable, satellite, or television system; or (c) other closed system device. No right or license to Use any Adobe Runtime is granted for such prohibited uses. For information on Software license terms for non-PC versions of Adobe Runtimes, please visit http://www.adobe.com/go/runtime_mobile_EULA. For information on licensing Adobe Runtimes for distribution on such systems, please visit <http://www.adobe.com/go/licensing>.

4.1.1 AVC Video Restrictions. The Software may contain H.264/AVC video technology, the use of which requires the following notice from MPEG-LA, L.L.C.:

THIS SOFTWARE IS LICENSED UNDER THE AVC PATENT PORTFOLIO LICENSE FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (I) ENCODE VIDEO IN COMPLIANCE WITH THE AVC STANDARD (“AVC VIDEO”) AND/OR (II) DECODE AVC VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE AVC VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE <http://www.adobe.com/go/mpegla>.

4.1.2 H.264/AVC Software Encoding. The H.264/AVC software encoding functionality available in the Adobe Runtimes is licensed solely for personal, non-commercial use. For more information on obtaining the right to use the H.264/AVC

software encoding functionality for commercial purposes, please refer to <http://www.adobe.com/go/licensing>.

4.2 Adobe Flash Player Restrictions. You will not use Adobe Flash Player with any application or device that circumvents technological measures for the protection of video, audio, and/or data content, including any of Adobe's secure RTMP measures. No right or license to use Adobe Flash Player is granted for such prohibited uses.

4.3 Reader Restrictions.

4.3.1 Conversion Restrictions. You will not integrate or use Reader with any other software, plug-in, or enhancement that uses or relies upon Reader when converting or transforming PDF files into a different format (e.g., a PDF file into a TIFF, JPEG, or SVG file).

4.3.2 Plug-in Restrictions. You will not integrate or use Reader with any plug-in software not developed in accordance with the Adobe Integration Key License Agreement. More information can be found at http://www.adobe.com/go/rikla_program.

4.3.3 Disabled Features. Reader may contain features or functionalities that are hidden or appear disabled or "grayed out" (collectively, "Disabled Features"). Disabled Features will activate only when you open a PDF document that was created using enabling technology available only from Adobe. You will not access, or attempt to access, any Disabled Features by means other than the use of such enabling technologies, nor will you rely on Reader to create a feature substantially similar to any Disabled Feature or otherwise circumvent the technology that controls activation of any such feature. For more information on disabled features, please refer to <http://www.adobe.com/go/readerextensions>.

4.4 Notices. You shall not alter or remove any copyright or other proprietary notice that appears on or in the Software.

4.5 No Modification or Reverse Engineering. You shall not modify, adapt, translate, or create derivative works based upon the Software. You shall not reverse-engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Software. If you are located in the European Union, please refer to the additional terms at the end of this agreement under the header "European Union Provisions," in Section 16.

4.6 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 are 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 4.6. 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.

(d) **Open-Source Fonts.** Some fonts distributed by Adobe with the Software may be open-source fonts. Your use of these open-source fonts will be governed by the applicable license terms available at http://www.adobe.com/go/font_licensing.

5. Transfer.

You may not rent, lease, sublicense, assign, or transfer your rights to the Software, or authorize all or any portion of the Software to be copied onto another user's Computer, except as may be expressly permitted by this agreement. You may, however, transfer all your rights to Use the Software to another person or legal entity, provided that: (a) you also transfer (i) this agreement, and (ii) the Software and all other software or hardware bundled or pre-installed with the Software, including all copies, Updates, and prior versions, 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 obtained a valid license to the Software. Notwithstanding the foregoing, you may not transfer education, pre-release, or not-for-resale copies of the Software.

6. Intellectual Property Ownership, Reservation of Rights.

The Software and any authorized copies that you make are the intellectual property of Adobe and its suppliers. The structure, organization, and code of the Software are the valuable intellectual property (e.g. trade secrets and confidential information) of Adobe and its suppliers. The Software is protected by law, including without limitation the copyright laws of the United States and other countries, and by international treaty provisions. Except as expressly stated herein, this agreement does not

grant you any intellectual property rights to the Software, and all rights not expressly granted are reserved by Adobe and its suppliers.

7. Connectivity and Privacy. You acknowledge and agree to the following:

7.1 Use of PDF Files. When you Use the Software to open a PDF file that has been enabled to display ads, your Computer may connect to a website operated by Adobe, an advertiser, or other third party. Your Internet Protocol address (“IP Address”) is sent when this happens. The party hosting the site may use technology to send (or “serve”) advertising or other electronic content that appears in or near the opened PDF file. The website operator may also use JavaScript, web beacons (also known as action tags or single-pixel gifs), and other technologies to increase and measure the effectiveness of advertisements and to personalize advertising content. Your communication with Adobe websites is governed by the Adobe Online Privacy Policy found at <http://www.adobe.com/go/privacy> (“Adobe Online Privacy Policy”). Adobe may not have access to or control over features that a third party may use, and the information practices of third-party websites are not covered by the Adobe Online Privacy Policy.

7.2 Updating. If your Computer is connected to the Internet, the Software may, without additional notice, check for Updates that are available for automatic download and installation to your Computer and let Adobe know the Software is successfully installed. The Software may automatically download and install updates from time to time from Adobe. These updates may take the form of bug fixes, new features, or new versions. You agree to receive such updates from Adobe as part of your use of the Software. Only non-personally identifying information is transmitted to Adobe when this happens, except to the extent that IP Addresses may be considered personally identifiable in some jurisdictions. The use of such information, including your IP Address, as provided by the auto update process is governed by the Adobe Online Privacy Policy. Please consult the Documentation for information about changing default update settings at <http://www.adobe.com/go/settingsmanager> for Flash Player, http://www.adobe.com/go/update_details_url (or successor website) for Reader, and http://www.adobe.com/go/air_update_details for Adobe AIR.

7.3 Local Storage. Flash Player and Adobe AIR may allow third parties to store certain information on your Computer in a local data file known as a local shared object. The type and amount of information that the third-party application requests to be stored in a local shared object can vary by application, and such requests are controlled by the third party. To find more information on local shared objects and learn how to limit or control the storage of local shared objects on your Computer, please visit http://www.adobe.com/go/flashplayer_security.

7.4 Settings Manager. Flash Player and third-party programs using Adobe AIR may save certain user settings by storing them on your Computer as a local shared object. These settings do not contain personally identifiable information associated with you. They are associated with the instance of Flash Player or the third-party program using Adobe AIR on your Computer, allowing you to customize runtime features. The Flash Player Settings Manager permits you to modify such settings, including the ability to limit third parties from storing local shared objects or grant third-party content the right to access your computer’s microphone and camera. You can find more information on how to configure settings in your version of Flash Player, including information on how to disable local shared objects using the Flash Player Settings Manager, at <http://www.adobe.com/go/settingsmanager>. You can remove equivalent settings for third-party programs using Adobe AIR by uninstalling the third-party program.

7.5 Peer Assisted Networking Technology. Adobe Flash Player and Adobe AIR Runtimes provide the ability for applications built by third parties to connect to an Adobe Server or Service and permit direct communication between two Adobe Runtime clients or to connect with an Adobe Runtime client as part of a peer or distributed network that allows a portion of your resources, such as network bandwidth, to be made directly available to other participants. Prior to joining such a peer or distributed network, you will be provided with the opportunity to accept such connectivity. You can manage Peer Assisted Networking settings using the Flash Player Settings Manager. Learn more about using the Settings Manager at <http://www.adobe.com/go/settingsmanager>. You can find more information on Peer Assisted Networking at <http://www.adobe.com/go/RTMFP>.

7.6 Content Protection Technology. If you Use the Adobe Runtimes to access content that has been protected with Adobe Flash Media Rights Management Server or Flash Access software (“Content Protection”), in order to let you play the protected content, the Software may automatically request media usage rights and individualization from a server on the Internet, and may download and install required components of the Software, including any available Content Protection Updates. You can clear the content license information using the Flash Player Settings Manager. Learn more about using the Settings Manager at <http://www.adobe.com/go/settingsmanager>. You can find more information on Content Protection at http://www.adobe.com/go/protected_content.

7.7 Use of Adobe Online Services. If your Computer is connected to the Internet, the Software may, without additional notice and on an intermittent or regular basis, facilitate your access to content and services that are hosted on websites maintained by Adobe or its affiliates (“Adobe Online Services”). Examples of Adobe Online Services might include, but are not limited

to, Acrobat.com. In some cases an Adobe Online Service might appear as a feature or extension within the Software even though it is hosted on a website. In some cases, access to an Adobe Online Service might require a separate subscription or other fee and/or your assent to additional terms of use. Adobe Online Services might not be available in all languages or to residents of all countries, and Adobe may, at any time and for any reason, modify or discontinue the availability of any Adobe Online Service. Adobe also reserves the right to begin charging a fee for access to or use of an Adobe Online Service that was previously offered at no charge. If your Computer is connected to the Internet, the Software may, without additional notice, update downloadable materials from these Adobe Online Services so as to make these Adobe Online Services available even when you are offline. When the Software connects to the Internet as a function of an Adobe Online Service, your IP Address, user name, and password may be sent to Adobe's servers and stored by Adobe in accordance with the Additional Terms of Use or the "help" menu in the Software. This information may be used by Adobe to send you transactional messages to facilitate the Adobe Online Service. Adobe may display in-product marketing to provide information about the Software and other Adobe products and Services, including but not limited to Adobe Online Services, based on certain Software-specific features, including but not limited to the version of the Software, including without limitation, platform version, version of the Software, and language. For further information about in-product marketing, please see the "Help" menu in the Software. Whenever the Software makes an Internet connection and communicates with an Adobe website, whether automatically or due to explicit user request, the Adobe Online Privacy Policy shall apply. Additionally, unless you are provided with separate terms of use at that time, the Adobe.com Terms of Use (<http://www.adobe.com/go/terms>) shall apply. Please note that the Adobe Privacy Policy allows the tracking of website visits and that it addresses in detail the topic of tracking and the use of cookies, web beacons, and similar devices.

8. Third Party Offerings. You acknowledge and agree to the following:

8.1 Third Party Offerings. The Software may allow you to access and interoperate with third-party content, software applications, and data services, including rich Internet applications ("Third Party Offerings"). Your access to and use of any Third Party Offering, including any goods, services, or information, is governed by the terms and conditions respecting such offerings and by the copyright laws of the United States and other countries. Third Party Offerings are not owned or provided by Adobe. You agree that you will not use any such Third Party Offerings in violation of copyright laws of the United States or other countries. Adobe or the third party may at any time, for any reason, modify or discontinue the availability of any Third Party Offerings. Adobe does not control, endorse, or accept responsibility for Third Party Offerings. Any dealings between you and any third party in connection with any Third Party Offerings, including such party's privacy policies and use of your personal information, delivery of and payment for goods and services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and the third party. Third Party Offerings might not be available in all languages or to residents of all countries, and Adobe or the third party may, at any time and for any reason, modify or discontinue the availability of any Third Party Offerings.

8.2 EXCEPT AS EXPRESSLY AGREED UPON BY ADOBE OR ITS AFFILIATES OR A THIRD PARTY IN A SEPARATE AGREEMENT, YOUR USE OF ADOBE AND THIRD PARTY OFFERINGS IS AT YOUR OWN RISK UNDER THE WARRANTY AND LIABILITY LIMITATIONS OF SECTIONS 1.1 AND 10.

9. Digital Certificates. You acknowledge and agree to the following:

9.1 Use. Adobe AIR uses digital certificates to help you identify the publisher of Adobe AIR applications created by third parties. Additionally, Adobe AIR uses digital certificates to establish the identity of servers accessed via the Transport Layer Security (TLS) protocol, including access via HTTPS. Reader uses digital certificates to sign and validate signatures within PDF documents and to validate certified PDF documents. Adobe Runtimes use digital certificates to secure protected content from unauthorized usage. Your Computer may connect to the Internet at the time of validation of a digital certificate in order to download current certificate revocation lists (CRLs) or to update the list of digital certificates. This access may be made both by the Software and by applications based on the Software. Digital certificates are issued by third-party certificate authorities, including Adobe Certified Document Services (CDS) vendors listed at http://www.adobe.com/go/partners_cds, Adobe Approved Trust List (AATL) vendors listed at <http://www.adobe.com/go/aatl>, and individualization vendors found at http://www.adobe.com/go/protected_content (collectively "Certification Authorities"), or can be self-signed.

9.2 Terms and Conditions. Purchase, use, and reliance upon digital certificates are the responsibility of you and a Certification Authority. Before you rely upon any certified document, digital signature, or Certification Authority services, you should review the applicable terms and conditions under which the relevant Certification Authority provides services, including, for example, any subscriber agreements, relying party agreements, certificate policies, and practice statements. See the links on http://www.adobe.com/go/partners_cds for information about Adobe's CDS vendors and <http://www.adobe.com/go/aatl> for information about Adobe's AATL vendors.

9.3 Acknowledgement. You agree that (a) a digital certificate may have been revoked prior to the time of verification, making the digital signature or certificate appear valid when in fact it is not; (b) the security or integrity of a digital certificate

may be compromised due to an act or omission by the signer of the document, the applicable Certification Authority, or any other third party; and (c) a digital certificate may be a self-signed certificate not provided by a Certification Authority. YOU ARE SOLELY RESPONSIBLE FOR DECIDING WHETHER OR NOT TO RELY ON A CERTIFICATE. UNLESS A SEPARATE WRITTEN WARRANTY IS PROVIDED TO YOU BY A CERTIFICATION AUTHORITY, YOU USE DIGITAL CERTIFICATES SOLELY AT YOUR OWN RISK.

9.4 Third Party Beneficiaries. You agree that any Certification Authority you rely upon is a third-party beneficiary of this agreement and shall have the right to enforce this agreement in its own name as if it were Adobe.

9.5 Indemnity. You agree to hold Adobe and any applicable Certification Authority (except as expressly provided in its terms and conditions) harmless from any and all liabilities, losses, actions, damages, or claims (including all reasonable expenses, costs, and attorney's fees) arising out of or relating to any use of or reliance on, by you or any third party that receives a document from you with a digital certificate, any service of such authority, 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 terms and conditions, this agreement, or applicable law; (d) failure to exercise reasonable judgment under the circumstances in relying on issuer services or certificates; or (e) failure to perform any of the obligations as required in the terms and conditions related to the services.

10. Limitation of Liability.

IN NO EVENT WILL ADOBE, ITS SUPPLIERS, OR CERTIFICATION AUTHORITIES BE LIABLE TO YOU FOR ANY DAMAGES, CLAIMS, OR COSTS WHATSOEVER, INCLUDING 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, OR CLAIMS. 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 AND CERTIFICATION AUTHORITIES 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 and Certification Authorities 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.

11. 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 of, or otherwise located within, an embargoed nation (including without limitation Iran, Syria, Sudan, Cuba, and North Korea) 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.

12. Governing Law.

If you are a consumer who uses the Software only for personal non-business purposes, then this agreement will be governed by the laws of the state in which you purchased the license to use the Software. If you are not such a consumer, this agreement will be governed by and construed in accordance with the substantive laws in force in: (a) the State of California, if a license to the Software is obtained when you are in the United States, Canada, or Mexico; (b) Japan, if a license to the Software is obtained when you are in Japan; (c) Singapore, if a license to the Software is obtained when you are in a member state of the Association of Southeast Asian Nations, the People's Republic of China (including Hong Kong S.A.R. and Macau S.A.R.), Taiwan, or the Republic of Korea; or (d) England, if a license to the Software is obtained when you are in any 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 competent courts of London, England, when the law of England applies, shall each have non-exclusive jurisdiction over all disputes relating to this agreement. When Singapore law applies, any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") for the time being in force, which rules are deemed to be incorporated by reference in this section. There shall be one arbitrator, selected jointly by the parties. If the arbitrator is not selected within thirty (30) days of the written demand by a party to submit to arbitration, the Chairman of the

SIAC shall make the selection. The language of the arbitration shall be English. Notwithstanding any provision in this agreement, Adobe or you may request any judicial, administrative, or other authority to order any provisional or conservatory measure, including injunctive relief, specific performance, or other equitable relief, prior to the institution of legal or arbitration proceedings or during the proceedings, for the preservation of its rights and interests or to enforce specific terms that are suitable for provisional remedies. The English version of this agreement will be the version used when interpreting or construing 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.

13. General Provisions.

If any part of this agreement is found void and unenforceable, it will not affect the validity of the balance of this 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.

14. Notice to U.S. Government End Users.

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); Section 503 of the Rehabilitation Act of 1973, as amended; and the regulations in 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.

15. Compliance with Licenses.

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

16. European Union Provisions.

Nothing included in this agreement (including Section 4.5) shall limit any non-waivable right to decompile the Software that you may enjoy under mandatory law. For example, if you are located in the European Union (EU), you may have the right, upon certain conditions specified in the 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, if you have first asked Adobe in writing to provide the information necessary to achieve such interoperability, and if Adobe has not made such information available. In addition, such decompilation may only be done by you or someone else entitled to use a copy of the Software on your behalf. Adobe has the right to impose reasonable conditions 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, used to create any software which is substantially similar to the expression of the Software, or used for any other act which infringes on Adobe or its licensors' copyright.

17. Specific Provisions and Exceptions.

17.1 Limitation of Liability for Users Residing in Germany and Austria.

17.1.1 If you obtained the Software in Germany or Austria, and you usually reside in that country, then Section 10 does not apply. Instead, subject to the provisions in Section 17.1.2, Adobe's statutory liability for damages shall be limited as follows: (a) Adobe shall be liable only up to the amount of damages as typically foreseeable at the time of entering into the license agreement, with respect to damages caused by a slightly negligent breach of a material contractual obligation; and (b) Adobe shall not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation.

17.1.2 The aforesaid limitation of liability shall not apply to any mandatory statutory liability, in particular to liability under the German Product Liability Act, liability for assuming a specific guarantee, or liability for culpably caused personal injuries.

17.1.3 You are required to take all reasonable measures to avoid and reduce damages, in particular to make back-up copies of

the Software and your computer data, subject to the provisions of this agreement.

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 or via the web at <http://www.adobe.com> to contact the Adobe office serving your jurisdiction.

Adobe, Adobe AIR, AIR, Authorware, Flash, Reader, and Shockwave are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries.

PlatformClients_PC_WWEULA-en_US-20150407_1357