

## ADOBE Software License Agreement

Please read this agreement carefully. By copying, installing, or using all or any portion of this Software (as defined below), you (hereinafter "Customer", as defined below) accept all the terms and conditions of this agreement. If Customer does not agree to the terms of this agreement, Customer must not use the Software.

Customer may have another written agreement directly with Adobe (e.g., a volume license agreement) that supplements or supersedes all or portions of this agreement. The Software is **licensed, not sold**, only in accordance with the terms of this agreement. Use of some Adobe and some non-Adobe materials and services included in or accessed through the Software may be subject to additional terms and conditions. Notices about non-Adobe materials are available at <http://www.adobe.com/go/thirdparty>.

The Software may cause Customer's Computer to **automatically connect to the internet**. The Software may also require activation or registration. Additional information on activation, Internet connectivity, and privacy is available in Sections 14 and 16.

### 1. Definitions.

- 1.1 "Adobe," "us," or "our" means Adobe Systems Incorporated, a Delaware corporation, 345 Park Avenue, San Jose, California 95110, if this agreement is entered into while Customer is in the United States, Canada, or Mexico; otherwise, it means Adobe Systems Software Ireland Limited, 4-6 Riverwalk, Citywest Business Campus, Dublin 24, Ireland.
- 1.2 "Adobe Online Services" means the content and services that are hosted on websites, or otherwise hosted by Adobe or Adobe's affiliates.
- 1.3 "Compatible Computer" means a Computer with the recommended operating system and hardware configuration as stated in the Documentation.
- 1.4 "Computer" means a virtual or physical device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions, including without limitation desktop computers, laptops, tablets, mobile devices, telecommunication devices, Internet-connected devices, and hardware products capable of operating a wide variety of productivity, entertainment, or other software applications.
- 1.5 "Content Files" means any sample and stock images, sounds, artistic works, or files bundled with, or provided in the Adobe Software by Adobe, and not by a third party.
- 1.6 "Customer" or "you" means you and any legal entity that obtained the Software and on whose behalf it is used; for example, and as applicable, your employer.
- 1.7 "Documentation" means any explanatory or written materials provided with the Software, but excluding any content by any third party.
- 1.8 "Internal Network" means a private, proprietary network resource accessible only by employees and individual contractors (i.e., temporary employees) of a specific corporation or similar business entity. Internal Network does not include portions of the Internet or any other network community open to the public, such as membership or subscription driven groups, associations, and similar organizations.
- 1.9 "License Term" means the period of time that Customer is permitted to use the Software, and is specified in the applicable ordering documentation (i.e., sales order, purchase receipt, or other purchase confirmation).

1.10 "Output File" means an output file Customer creates with the Software.

1.11 "Permitted Number" means one (1) unless otherwise indicated under a valid license (e.g., volume license) granted by Adobe.

1.12 "Software" means all software files, data, information, content, fonts, and documents provided with or in connection with this Agreement, and any modified versions and copies of, and upgrades, updates, and additions to such information, provided to Customer by Adobe at any time, to the extent not provided under separate terms (collectively, "Updates").

## **2. Software License; Membership.**

2.1 Software License. This Section 2.1 applies to Customers who have purchased a license to the Software but have not purchased a membership-based license or service.

2.1.1 License Grant. Subject to Customer's continuous compliance with this agreement and payment of the applicable license fees, Adobe grants Customer a non-exclusive and limited license to install and use the Software: (a) in the territory or region where Customer obtains the Software from Adobe or Adobe's authorized reseller or as otherwise stated in the ordering documentation ("Territory"); (b) during the License Term; (c) within the scope of the License Type and on the Permitted Number of Customer's Compatible Computers as specified in the Documentation; and (d) in a manner consistent with the terms of this agreement and applicable Documentation. Unless otherwise defined in this agreement, in the applicable Documentation, or at the time of purchase, the License Term is limited to 12 months from the date of purchase. Upon the expiration or termination of the License Term, Customer must not use the Software, and some or all of the Software may cease to operate without prior notice.

2.1.2 License Types.

2.1.2.1 Non-Serialized Software. The Software, or portions of the Software, that are provided without a serial number, or are designated as Pre-release Software, trial, starter, product sampler, not-for-resale, or for evaluation purposes (collectively "Evaluation Software"), may only be installed and used on Compatible Computers during the License Term for demonstration, evaluation, or training purposes only, and only if any Output Files or other materials produced through such use are used only for internal, non-commercial, and non-production purposes. The non-serialized, or Evaluation Software is provided "as-is". Access to and use of any Output Files created with such Software is entirely at Customer's own risk.

2.1.2.2 Subscription Edition. For Software available on a subscription-basis ("Subscription Edition"), Customer may install and use the Subscription Edition only on the Permitted Number of Compatible Computers during the License Term. Subject to the Permitted Number of Compatible Computers for the Subscription Edition, Adobe may allow Customer to install and use the most recent prior version of the Subscription Edition and the current version of the Subscription Edition on the same Compatible Computer during the License Term. Customer agrees that Adobe may change the type of Software (such as specific components, versions, platforms, languages, etc.) included in the Subscription Edition at any time and will not be liable to Customer whatsoever for such change. Ongoing access to a Subscription Edition requires: (a) a recurring Internet connection to activate, renew, and validate the license; (b) Adobe or its authorized reseller's receipt of recurring subscription payments; and (c) Customer's agreement to subscription terms, and other additional terms and conditions that are available at <http://www.adobe.com/go/paymentterms> or at the time of purchase. If Adobe does not receive the recurring subscription payment or cannot validate the license periodically, then the Software may become inactive without additional notice until Adobe receives the payment or validates the license.

2.1.3 Portable or Home Computer Use. Subject to the restrictions set forth in Section 2.1.4, the primary user of the Compatible Computer on which the Software is installed under Section 2.1 ("Primary User") may install a second copy of the Software for his or her exclusive use on either a

**portable Compatible Computer or a Compatible Computer located at his or her home, provided that the Software on the portable or home Compatible Computer is not used at the same time as the Software on the primary Compatible Computer.**

2.1.4 Restrictions on Secondary Use by Volume Licensees. If the Software was obtained under an Adobe volume license program or agreement (such as Adobe Volume Licensing) by any licensee other than an educational volume licensee, then the second copy of the Software made under Section 2.1.3 must be used solely for the benefit and business of that volume licensee.

2.1.5 Dual Boot Platform. The Software is licensed for use on a specific operating system platform. Customer must purchase a separate license for use of the Software on each operating system platform. By way of example, if Customer desires to install the Software on both the Mac OS and Windows operating system platforms on a device that runs both of those platforms (i.e., a dual boot machine), then Customer must first obtain two separate licenses for the Software. This is true even if two versions of the Software, each designed for a different operating system platform, are delivered to Customer on the same media.

2.1.6 Distribution from a Server. Customer may copy an image of the Software onto a Compatible Computer file server within Customer's Internal Network ("Server") for the purpose of downloading and installing the Software onto Compatible Computers within the same Internal Network for use only as permitted by this Section 2.

2.1.7 Server Use.

2.1.7.1 As permitted in a separate purchasing document or Documentation and subject to license restrictions stated in this agreement, Customer may install the Software on a Server only for the purpose of allowing an individual from a Compatible Computer within the same Internal Network ("Network User") to access and use the Software. Customer must purchase a license for each Network User that may have access to the Software.

2.1.7.2 For clarification and without limitation, Customer must not install or access (either directly or through commands, data, or instructions) the Software: (a) from or to a Computer not part of Customer's Internal Network; (b) for enabling web hosted workgroups or web hosted services available to the public; (c) by any individual or entity to use, download, copy, or otherwise benefit from the functionality of the Software unless licensed to do so by Adobe; (d) as a component of a system, workflow or service accessible by more than the Permitted Number of users; or (e) for operations not initiated by an individual user (e.g., automated server processing).

2.2 Adobe Online Services and Distributed Code. If Customer's license includes access to Adobe Online Services, application program interfaces ("API"), sample application code, software development kit ("SDK"), or other distributed code, Customer's use of the Adobe Online Services, APIs, sample application code, SDK, or other distributed code is subject to applicable additional terms.

2.3 Content Files. Unless stated otherwise in the "Read-Me" files, Documentation, or other license(s) associated with the Content Files, Customer may use, display, modify, reproduce, and distribute any of the Content Files. However, Customer must not distribute the Content Files on a stand-alone basis (i.e., in circumstances in which the Content Files constitute the primary value of the product being distributed), and Customer must not claim any trademark rights in the Content Files or derivative works thereof. Nothing stated herein affects the ownership of the Software as stated in Section 3.

### **3. Intellectual Property Ownership.**

The Software and any authorized copies that Customer makes are the intellectual property of and are owned by Adobe Systems Incorporated and its suppliers. The structure, organization, and source code of the Software are the valuable trade secrets and confidential information of Adobe Systems Incorporated and its suppliers. The Software is protected by law, including but not limited to 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 Customer any intellectual property rights in the Software. All rights not expressly granted are reserved by Adobe and its suppliers.

#### **4. Restrictions and Requirements.**

4.1 Proprietary Notices. Any permitted copy of the Software (including without limitation Documentation) that Customer makes must contain the same copyright and other proprietary notices that appear on or in the Software.

4.2 Use Obligations. Customer agrees that it will not use the Software other than as permitted by this agreement and that it will not use the Software in a manner inconsistent with its design or Documentation.

4.3 No Reverse Engineering. Except as otherwise expressly permitted in Section 16.1, Customer will not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Software.

4.4 No Unbundling. The Software may include various applications and components, may allow access to different Adobe Online Services, may support multiple platforms and languages, and may be provided to Customer on multiple media or in multiple copies. Nonetheless, the Software is designed and provided to Customer as a single product to be used as a single product on Compatible Computers as permitted herein. Unless otherwise permitted in the Documentation, Customer is not required to install all component parts of the Software, but Customer may not unbundle the component parts of the Software for use on different Computers.

4.5 No Transfer. Customer will not rent, lease, sell, sublicense, assign, or transfer its rights in the Software (including without limitation, Software obtained through a web download), or authorize any portion of the Software to be copied onto another individual or legal entity's Computer except as may be expressly permitted herein. Customer will not use or offer the Software on a service bureau basis. Section 16.6.3 provides a limited exception for font software only.

4.6 Territory. Customer will only use the Software and access the Adobe Online Services in the Territory and in a manner consistent with the activation policy described at <http://www.adobe.com/go/activation>. Adobe may terminate this license if Adobe determines that Customer is using the Software outside the Territory.

#### **5. Updates.**

If the Software is an Update to a prior version of Adobe software (the "Prior Version"), then Customer's use of this Update is conditional upon its retention of the Prior Version. If Customer wishes to use this Update in addition to the Prior Version, then Customer may only do so on the same Compatible Computer on which it has installed and is using the Prior Version. Any obligations that Adobe may have to support Prior Versions during the License Term may end upon the availability of this Update. No other use of the Update is permitted. Additional Updates may be licensed to Customer by Adobe with additional or different terms.

#### **6. Limited Warranty.**

Except as otherwise stated in a separate agreement between Adobe and a Software licensee, Adobe warrants to the individual or entity that first purchases a license for the Software for use pursuant to the terms of this agreement that the Software will perform substantially in accordance with the corresponding user manual for the Software for the shorter period of: (a) the ninety (90) day period; or (b) License Term following receipt of the Software ("Warranty Period") when used on the Compatible Computer. Non-substantial variation of performance from the user manual does not establish a warranty right. This limited warranty does not apply to the following, which are made available AS-IS

and without warranty from Adobe: (i) patches; (ii) font software; (iii) Pre-release Software, trial, starter, evaluation, product sampler, and not-for-resale copies of the Software; (iv) websites, Adobe Online Services, and Third Party Online Services; (v) digital certificates (see Section 16); and (vi) any software made available by Adobe for free via web download from an Adobe website. All warranty claims must be made, along with proof of purchase, to the Adobe Customer Support Department within such Warranty Period. Additional information on warranty claims is available at <http://www.adobe.com/go/support>. The entire liability of Adobe and its affiliates related to such warranty claim and Customer's sole and exclusive remedy under any warranty will be limited to either, at Adobe's option: support of the Software based on the warranty claim; replacement of the Software; or, if support or replacement is not practicable at Adobe's determination, refund of the license fee Customer paid for the Software (if any). **The limited warranty set forth in this section gives Customer specific legal rights. Customer may have additional rights under law which may vary from jurisdiction to jurisdiction. Adobe does not seek to limit Customer's warranty rights to any extent not permitted by law.** Please see Section 16 for jurisdiction-specific provisions.

## 7. Disclaimer.

The limited warranty in Section 6 and any statutory warranty and remedy that cannot be excluded or limited under law are the only warranties and exclusive remedies applicable to the Software. Other than those offered and statutory warranties and remedies, Adobe, its affiliates, suppliers, and Certificate Authorities (defined below) disclaim all warranties, conditions, representations, and terms, express or implied, whether by statute, common law, custom, usage, or otherwise as to any matter, including but not limited to performance, security, non-infringement of third party rights, integration, merchantability, quiet enjoyment, satisfactory quality, and fitness for any particular purpose. Other than such offered and statutory warranties and remedies, the Software and access to any websites, Adobe or Third Party Online Services, and Certificate Authority services are provided as-is and with all faults. This disclaimer of warranty may not be valid in some jurisdictions. Customer may have additional warranty rights under law which may not be waived or disclaimed. Adobe does not seek to limit Customer's warranty rights to any extent not permitted by law. The provisions of Sections 7 and Section 8 will survive the termination of this agreement, howsoever caused, but this will not imply or create any continued right to use the Software after termination of this agreement.

## 8. Limitation of Liability.

Except for the exclusive remedy offered by Adobe above and any remedies that cannot be excluded or limited under law, Adobe, its affiliates, suppliers, and Certificate Authorities will not be liable to Customer for any loss, damages, claims, or costs whatsoever including any consequential, indirect or incidental damages, any lost profits or lost savings, any damages resulting from business interruption, personal injury, failure to meet any duty of care, or claims by a third party, even if an Adobe representative has been advised of the possibility of such loss, damages, claims, or costs. In any event, Adobe's aggregate liability and that of its affiliates, suppliers, and Certificate Authorities under or in connection with this agreement will be limited to the amount paid for the Software, if any. This limitation will apply even in the event of a fundamental or material breach or a breach of the fundamental or material terms of this agreement. Nothing contained in this agreement limits Adobe's liability to Customer 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 affiliates, suppliers, and Certificate Authorities for the purpose of disclaiming, excluding and limiting obligations, warranties, and liability, but in no other respects and for no other purpose.

The foregoing limitations and exclusions apply to the extent permitted by applicable law in Customer's jurisdiction. This limitation of liability may not be valid in some jurisdictions. Customer may have rights that cannot be waived under consumer protection and other laws. Adobe does not seek to limit its warranty or remedies to any extent not permitted by law. See Section 16 for jurisdiction-specific statements.

## **9. Export Rules.**

The Software and Customers use of the Software are subject to U.S. and international laws, restrictions, and regulations that may govern the import, export, and use of the Software. Customer agrees to comply with all such laws, restrictions, and regulations.

## **10. Governing Law and Dispute Resolution.**

10.1 If Customer resides in North America, Customer's relationship is with Adobe Systems Incorporated, a United States company, and the Software is governed by the law of California, U.S.A. If Customer resides outside of North America, Customer's relationship is with Adobe Systems Software Ireland Limited, and the Software is governed by the law of Ireland. For Customers in Australia, Adobe Systems Software Ireland Limited is acting as an authorized agent of Adobe Australia Trading Pty Ltd. and is entering into this contract in its capacity as agent for Adobe Australia Trading Pty Ltd. Customer may have additional rights under the law. We do not seek to limit those rights where it is prohibited by law. This agreement will not be governed by the following, the application of which is hereby expressly excluded: (a) the conflict of law rules of any jurisdiction; (b) the United Nations Convention on Contracts for the International Sale of Goods; and (c) the Uniform Computer Information Transactions Act, as enacted in any jurisdiction. Customer may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Notwithstanding the foregoing, in the event of Customer or others' unauthorized access to or use of the Software in violation of these terms Customer agrees that we are entitled to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

10.2 For any concern or dispute Customer may have, Customer agrees to first try to resolve the dispute informally by contacting us. If a dispute is not resolved within 30 days of submission, Customer or Adobe must resolve any claims relating to these terms or the Software through final and binding arbitration, except that Customer may assert claims in small claims court if Customer's claims qualify.

10.3 If Customer resides in the Americas, JAMS will administrate the arbitration in Santa Clara County, California, pursuant to its Comprehensive Arbitration Rules and Procedures. If Customer resides in Australia, New Zealand, Japan, mainland China, Hong Kong S.A.R., Macau S.A.R., Taiwan, South Korea, India, Sri Lanka, Bangladesh, Nepal, or a member state of the Association of Southeast Asian Nations (ASEAN), then the Singapore International Arbitration Centre (SIAC) will administer the arbitration in Singapore under its Rules of Arbitration, which rules are deemed to be incorporated by reference in this section. Otherwise, the London Court of International Arbitration (LCIA) will administer the arbitration in London under the LCIA Arbitration Rules. There will be one arbitrator that Customer and Adobe both select. The arbitration will be conducted in the English language, but any witness whose native language is not English may give testimony in the witness' native language, with simultaneous translation into English (at the expense of the party presenting the witness). Judgment upon the award rendered may be entered and will be enforceable in any court of competent jurisdiction having jurisdiction over the parties.

## **11. 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 will remain valid and enforceable according to its terms. This agreement may only be modified in writing, signed by an authorized officer of Adobe. The English version of this agreement will be the version used when interpreting or construing this agreement. This is the entire agreement between Adobe and Customer 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.**

12.1 U.S. Government Licensing of Adobe Technology. Customer agrees that when licensing Adobe Software for acquisition by the U.S. Government, or any contractor therefore, Customer will license consistent with the policies set forth in 48 C.F.R. Section 12.212 (for civilian agencies), 48 C.F.R. Sections 227.7202-1 and 227.7202-4 (for the Department of Defense), and 48 C.F.R. 52.227-19. 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 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 will be incorporated by reference into this agreement.

12.2 Commercial Items. For U.S. Government End Users, Software is a "Commercial Item(s)," as that term is defined at 48 C.F.R. Section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202, as applicable. Consistent with 48 C.F.R. Section 12.212 or 48 C.F.R. Sections 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.

## **13. Compliance with Licenses.**

If Customer is a business, company, or organization, Customer agrees that, in addition to any license compliance checking performed by the Software, Adobe or its authorized representative have the right, no more than once every twelve (12) months, upon seven (7) business days' prior notice to Customer, to inspect all Customer's records, systems, and facilities, including serial numbers and related information, to verify that its use of any and all Adobe software or service is in conformity with its valid licenses from Adobe. For example, Adobe has the right to those of Customer's records useful to determine whether installations of the Software have been serialized, and Customer must provide such records to Adobe promptly upon request by Adobe. Additionally, Customer must provide Adobe with all records and information requested by Adobe in order to verify that its use of any and all Adobe software is in conformity with its valid licenses from Adobe within thirty (30) days of Adobe's request. Customer will provide reasonable assistance to Adobe, and will reasonably cooperate with any such inspection pursuant to this paragraph. If the verification discloses a shortfall in licenses for the Software, Customer will immediately acquire any necessary licenses, subscriptions, and any applicable back maintenance and support. If the underpaid fees exceed 5% of the value of the payable license fees, then Customer will also pay for Adobe's reasonable cost of conducting the verification.

## **14. Internet Connectivity and Privacy.**

14.1 Automatic Connections to the Internet. The Software may cause Customer's Computer, without notice, to automatically connect to the Internet and to communicate with an Adobe website or Adobe domain for purposes such as license validation and providing Customer with additional information, features, or functionality. Unless otherwise specified in this Section 14, the following provisions apply to all automatic Internet connections by the Software:

14.2 Whenever the Software connects to Adobe over the Internet, certain Customer information is collected and transmitted by the Software to Adobe pursuant to the Adobe Online Privacy Policy available at <http://www.adobe.com/go/privacy> ("Privacy Policy").

14.3 Updating. The Software may cause Customer's Computer, without additional notice, to automatically connect to the Internet (intermittently or on a regular basis) to: (a) check for Updates that

are available for download to and installation on the Computer; (b) automatically download and install Updates; and (c) notify Adobe of the results of installation attempts.

14.4 Activation. The Software may require Customer to: (a) obtain an Adobe ID, (b) activate or reactivate the Software, (c) register the software, or (d) validate the Membership. Such requirement may cause Customer's Computer to connect to the Internet without notice on install, on launch, and on a regular basis thereafter. Once connected, the Software will collect and transmit information to Adobe as further described at <http://www.adobe.com/go/activation> ("Activation Terms"). Software or Customer may also receive information from Adobe related to Customer's license, subscription, or Membership. Adobe may use such information to detect or prevent fraudulent or unauthorized use not in accordance with a valid license, subscription, or Membership. Failure to activate or register the Software, validate the subscription or Membership, or a determination by Adobe of fraudulent or unauthorized use of the Software may result in reduced functionality, inoperability of the Software, or a termination or suspension of the subscription or Membership.

14.5 Deactivation. Customer may deactivate and uninstall the Software from its Computer in order to install and activate the Software on another Computer in accordance with this agreement ("Deactivation") and as further described in <http://www.adobe.com/go/activation>. Deactivation requires Internet connectivity.

14.6 Digital Certificates. The Software uses digital certificates (as described in Section 16) to help Customer identify downloaded files (e.g., applications and content), to sign and validate signatures within Portable Document Format ("PDF") documents, and to validate certified PDF documents. Customer's Computer may connect to the Internet at the time of validation of a digital certificate.

14.7 Desktop Application Usage Data. Customer has the option to share information with Adobe about how Customer uses Adobe desktop applications. This option is turned on by default. This information is associated with Customer's Adobe account and allows us to provide Customer with a more personalized experience, and helps us improve product quality and features. Customer can change Customer's preference any time on Customer's Adobe Account Management page. To learn more about desktop application usage data, go to <https://helpx.adobe.com/x-productkb/global/desktop-app-usage-information-faq.html>, or successor website.

## **15. Peer-to-Peer Communications.**

The Software may use Customer's connection to a local area network, without additional notice, to automatically connect to other Adobe software and, in doing so, may indicate on the local area network that it is available for communication with other Adobe software. These connections may transmit the IP Address of Customer's connection to the local network.

## **16. Specific Provisions and Exceptions.**

This section sets forth specific provisions related to certain products and components of the Software as well as limited exceptions to the above terms and conditions. To the extent that any provision in this section is in conflict with any other term or condition in this agreement, the terms stated in this section will supersede such other term or condition.

16.1 No Prejudice; European Economic Area Provisions; Australia Mandatory Notice.

16.1.1 This agreement will not prejudice the statutory rights of any party, including those dealing as consumers. For example, for consumers in New Zealand who obtain the Software for personal, domestic, or household use (not business purposes), this agreement is subject to the Consumer Guarantees Act.

16.1.2 If Customer obtained the Software in the European Economic Area (EEA), Customer usually resides in the EEA and Customer is a consumer (that is its use of the Software is for personal,



non-business related purposes), then Section 6 (Limited Warranty) does not apply to Customer's purchase and use of the Software. Instead, Adobe warrants for a period of 2 years from purchase that the Software provides the functionalities set forth in the applicable user manual (the "agreed upon functionalities") when used on the Compatible Computer. Non-substantial variation from the agreed upon functionalities will not establish any warranty rights. **This warranty does not apply to Software that Customer uses on a pre-release, tryout, starter, or product sampler basis, or to font software, or to the extent the Software fails to perform because it has been altered by Customer.** To make a warranty claim, Customer must notify the Adobe Customer Support Department during this 2 year period, providing details of proof of purchase of the Software. Adobe will verify with Customer whether there is a defect in the Software or advise Customer that the error arises because Customer has not installed the Software correctly (in which case, Adobe will assist Customer). If there is a defect in the Software, Customer may request from Adobe either a refund or a repaired or replacement copy of the Software. Requests must be accompanied by proof of purchase. In the event Customer's warranty details are substantiated, Adobe will meet Customer's request for repaired or replacement Software, unless it is not reasonable for Adobe to do so, in which case Adobe will provide Customer with a refund. For warranty assistance, please contact the Adobe Customer Support Department.

Please note that the provisions of Section 8 (Limitation of Liability) will continue to apply to any damages claims Customer makes in respect of its use of the Software. Nonetheless, Adobe will be liable for direct losses that are reasonably foreseeable in the event of a breach by Adobe of this agreement. Customer is advised to take all reasonable measures to avoid and reduce damages, in particular by making backup copies of the Software and its computer data.

This agreement, and in particular this Section 16.1.2, is intended to describe Customer's rights (including its statutory rights) in the event there should be problems with its use of the Software. If Customer's statutory rights are greater than this description, its statutory rights will apply.

16.1.3 Nothing included in this agreement (including Section 4.3) limits any non-waivable right to decompile the Software that Customer may enjoy under applicable law. For example, if Customer is located in the European Union (EU), Customer 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, and Customer has first asked Adobe in writing to provide the information necessary to achieve such operability and Adobe has not made such information available. In addition, such decompilation may only be performed by Customer or someone else entitled to use a copy of the Software on Customer's behalf. Adobe has the right to impose reasonable conditions before providing such information. Any information supplied by Adobe or obtained by Customer, as permitted hereunder, may only be used by Customer for the purpose described herein and may not be disclosed to any third party or used to create any software that is substantially similar to the expression of the Software or used for any other act that infringes the copyright of Adobe or its licensors.

16.1.4 If Customer obtains the Software in Australia, then the following provision applies, notwithstanding anything stated to the contrary in this agreement:

#### NOTICE TO CONSUMERS IN AUSTRALIA:

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Our software products also come with a 90-day limited warranty given by Adobe Systems Software Ireland Limited, with an office at 4-6 Riverwalk, Citywest Business Campus, Dublin, Ireland, as set out in the Agreement. If your products do not provide the general features and functions described in the User Documentation in the 90-day period after delivery to you, please call the Adobe Customer Support Department at 1 800 614 863 with details of your product, serial number, and proof of purchase. You may be required to return the software product to the address we provide to you at the time, in which case such return

will be at your own cost. The benefits under this warranty are in addition to other rights and remedies that you may have at law.

**16.2 Pre-release Software Additional Terms.** If the Software is pre-commercial release or beta software ("Pre-release Software"), then this section applies. The Pre-release Software does not represent final product from Adobe, and may contain bugs, errors, and other problems that could cause system or other failures and data loss. Adobe may never commercially release the Pre-release Software. If Customer received the Pre-release Software pursuant to a separate written agreement, such as the Adobe Systems Incorporated License Agreement for Pre-release Software, then Customer's use of the Software is also governed by such agreement. Customer will promptly return or destroy all copies of Pre-release Software upon the earlier of Adobe's request or upon Adobe's commercial release of such Software. Customer's use of Pre-release Software is at its own risk. See sections 6 and 8 for limited warranty and liability limitations related to Pre-release Software.

**16.3 Educational Software Product.** If the Software is Educational Software Product (Software manufactured and distributed for use only by Educational End Users), Customer is not entitled to use the Software unless Customer qualifies in its jurisdiction as an Educational End User. Please visit [http://www.adobe.com/go/edu\\_purchasing](http://www.adobe.com/go/edu_purchasing) to learn about eligibility. Please visit <http://www.adobe.com/go/store> and look for the link for Buying Adobe Products Worldwide to find an Adobe Authorized Academic Reseller.

**16.4 Online Services.**

**16.4.1 Provided by Third Parties.** The Software may facilitate Customer's access to websites maintained by third parties offering goods, information, software, and services ("Third Party Online Services"). Customer's access to and use of any Third Party Online Services is governed by the terms, conditions, disclaimers, and notices found on such site(s) or otherwise associated with such Third Party Online Services. Adobe does not control, endorse, or accept responsibility for Third Party Online Services. Any dealings between Customer and any third party in connection with a Third Party Online Service, including such party's privacy policies and use of Customer's 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 Customer and such third party. Third Party 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 Third Party Online Service.

**16.4.2 Except as expressly agreed by Adobe or its affiliates or a third party in a separate agreement, Customer's use of Third Party Online Services is at its own risk under the warranty and liability limitations of sections 7 and 8.**

**16.5 Digital Certificates.**

**16.5.1 Use.** Digital certificates are issued by third party certificate authorities, (collectively "Certificate Authorities"), or can be self-signed.

**16.5.2 Terms and Conditions.** Purchase, use, and reliance upon digital certificates is the responsibility of Customer and a Certificate Authority. Before Customer relies upon any certified document, digital signature, or Certificate Authority services, Customer should review the applicable terms and conditions under which the relevant Certificate Authority provides services, including, for example, any subscriber agreements, relying party agreements, certificate policies, and practice statements.

**16.5.3 Acknowledgement.** Customer agrees that: (a) the Software, due to configuration or external issues, might show a signature as valid despite the fact a digital certificate may have been revoked or expired prior to the time of verification; (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 Certificate Authority, or any other third party; and (c) a certificate may be a self-signed certificate not provided by a Certificate Authority. **Customer is solely responsible for deciding whether or not to rely on a**

**certificate. Unless a separate written warranty is provided to Customer by a Certificate Authority, Customer's use of digital certificates is at its sole risk.**

16.5.4 Third-Party Beneficiaries. Customer agrees that any Certificate Authority which the Customer relies upon is a third-party beneficiary of this agreement and has the right to enforce this agreement in its own name as if it were Adobe.

16.5.5 Indemnity. Customer agrees to hold Adobe and any applicable Certificate 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 attorneys' fees) arising out of or relating to Customer's use of, or any reliance on, 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.

16.6 Font Software (excluding fonts available with Typekit). If the Software includes font software:

16.6.1 Customer may use the font software with the Software on Compatible Computers as described in Section 2 and output the font software to any output device(s) connected to such Compatible Computer(s).

16.6.2 If the Permitted Number of Computers is five (5) or fewer, Customer 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 the font software remain resident in such output device, and of one more such output device for every multiple of five represented by the Permitted Number of Computers.

16.6.3 Customer may take a copy of the font(s) Customer has used for a particular file to a commercial printer or other service bureau, and such service bureau may use the font(s) to process its file, provided such service bureau has a valid license to use that particular font software.

16.6.4 Customer 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.

16.6.5 As an exception to the above, the fonts listed at [http://www.adobe.com/go/restricted\\_fonts](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. Such listed fonts are not licensed under this Section 16.6. Customer agrees that it will not copy, move, activate or use, or allow any font management tool to copy, move, activate, or use, such listed fonts in or with any software application, program, or file other than the Software.

16.7 The Software may include enabling technology that allows Customer to enable PDF documents with certain features through the use of a digital credential located within the Software ("Key"). Customer agrees not to access, attempt to access, control, disable, remove, use, or distribute the Key for any purpose.

16.8 Apple. If the Software is downloaded from the Apple iTunes Application Store ("App"), then Customer acknowledges and agrees to the following additional terms: (a) Apple has no liability for the App and its content; (b) Customer's use of the App is limited to a non-transferable license to use the App on any iPhone™, iPad™, or iPod Touch™ that Customer owns or controls as allowed by the Application Store Terms of Service; (c) Apple has no obligation whatsoever to furnish any maintenance and support services for the App; (d) to the extent permitted by applicable law, Apple has no warranty obligation to the App and Adobe will be responsible for any claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty set forth in this agreement; (e) Apple is not liable for any claims relating to the App or Customer's possession and/or use of the App, including,

but not limited to: (i) product liability claims, (ii) any claim that the App fails to conform to any applicable legal requirement, and (iii) consumer protection claims; (f) Apple is not liable for any third-party claims that the App infringes a third party's intellectual property rights; and (g) Apple and its subsidiaries are third party beneficiaries of this agreement with respect to any such App, and that Apple will have the right to enforce the agreement against Customer as a third party beneficiary.

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.

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