

Adobe Systems Incorporated

Acrobat™ Product Electronic End User License Agreement for One Computer

NOTICE TO USER:

THIS IS A CONTRACT. BY INDICATING YOUR ACCEPTANCE BELOW, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. The following contract sets forth Adobe Systems Incorporated's ("Adobe") standard End User License Agreement for this Adobe™ Acrobat product. If Adobe has granted you or your employer a written license with terms broader than those set forth below, this license does not apply to you, and you may disregard the following text and click on the "Accept" box to utilize this product. If you or your employer have not been granted such a license from Adobe, you must read this Agreement carefully before indicating your acceptance at the end of the text of this Agreement. If you do not agree with the terms and conditions of this Agreement, decline where instructed, and return the Software, along with all Documentation provided to you, to Adobe Systems Incorporated or the location where you obtained it.

You have been provided with this Acrobat software ("Software") and related documentation ("Documentation"). The term "Software" shall also include any upgrades, modified versions and copies of the Software licensed to you by Adobe. Adobe grants to you a non-exclusive license to use the Software and Documentation, provided that you agree to the following:

1. Use of the Software. You may install and use the Software on a single computer. You may not install the Software on a network server. If the Software is permanently installed, i.e. on a hard disk or other storage device of a computer, and you are the primary user of that computer, then you may also install and use the Software on a portable or a home computer. However, the Software may never be used by more than one person at the same time. Furthermore, if the Software includes font software, you may take a copy of one or more fonts that you have used for a particular file using the Software to a commercial printer or other service bureau, and that service bureau may use the font(s) to process your file, provided such service bureau has informed you that it possesses a valid license to use that particular font software.

2. Copyright. The Software is owned by Adobe and its suppliers, and its structure, organization, and code are the valuable trade secrets of Adobe and its suppliers. The Software is also protected by the United States Copyright Law and International Treaty provisions. Therefore you must treat the Software just as you would any other copyrighted material such as a book. In other words you may not copy the Software or the Documentation except you may make one backup copy of the Software. You may not install your backup copy on any machine if your primary copy is installed. Also, you must make sure that any copies that you are permitted to make pursuant to this Agreement contain the same copyright and other proprietary notices which appear on or in the Software. You agree not to modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software. Trademarks shall be used in accordance with accepted trademark practice, including identification of trademark owner's name. Trademarks can only be used to identify printed output produced by the Software. The use of any trademark as herein authorized

does not give you any rights of ownership in that trademark. Except as stated above, this Agreement does not grant you any rights to intellectual property rights in the Software.

3. Transfer. You may not rent, lease, sublicense, or lend the Software or Documentation. You may, however, transfer all your rights to use the Software to another person or legal entity provided that you transfer this Agreement and transfer (or destroy), the Software, including all copies, updates and prior versions, and all Documentation to such person or entity and provided that you retain no copies, including copies stored on your computer.

4. Multi-Environment Software. If this package contains two or more versions of the Software (e.g. DOS, Macintosh®, and Windows™) then you may only install one version on a single computer. You may not install or use any other versions on another computer or loan, rent, lease or transfer them except as part of the permanent transfer of all Software and Documentation as described above.

5. Warranty Disclaimer. YOU ARE RECEIVING THE SOFTWARE AND THE DOCUMENTATION ON AN “AS IS” BASIS. ADOBE DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE OR DOCUMENTATION. ADOBE MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES AS TO NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT WILL ADOBE BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS OR LOST SAVINGS, EVEN IF AN ADOBE REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY.

Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, so the above limitation or exclusion may not apply to you. Also some states or jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to you. To the extent permissible, any implied warranties are limited to ninety (90) days. This warranty gives you specific legal rights. You may have other rights which vary from state to state or jurisdiction to jurisdiction. For further warranty information, please contact Adobe’s Customer Support Department.

6. Governing Law and General Provisions. This Agreement will be governed by the laws in force in the State of California excluding the application of its conflicts of law rules. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations. This Agreement may only be modified in writing signed by an authorized officer of Adobe.

Notice to Government End Users: If this product is acquired under the terms of a: GSA contract: Use, reproduction or disclosure is subject to the restrictions set forth in the applicable ADP Schedule contract. DoD contract: Use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of 252.227-7013. Civilian agency contract: Use, reproduction, or disclosure is subject to 52.227-19 (a) through (d) and restrictions set forth in the accompanying end user agreement. Unpublished-rights reserved under the copyright laws of the United States. Adobe Systems Incorporated, 1585 Charleston Road, P.O. Box 7900, Mountain View, CA 94039-7900.

Adobe and Acrobat are trademarks of Adobe Systems Incorporated which may be registered in certain jurisdictions. Macintosh is a registered trademark of Apple Computer, Inc., and Windows is a trademark of Microsoft Corporation.

Your acceptance or decline of the foregoing Agreement was indicated during installation.