

Adobe Systems Incorporated

Tryout Version

Electronic End User License Agreement

NOTICE TO USER:

THIS IS A CONTRACT. BY INDICATING YOUR ACCEPTANCE BELOW, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. This Adobe Systems Incorporated ("Adobe") End User License Agreement accompanies an Adobe® software product ("Software") and related explanatory written materials ("Documentation"). You must read this Agreement carefully before indicating 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 you will not be able to use the Software.

Adobe grants to you a nonexclusive 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 make one backup copy of the Software, provided such backup copy is not installed or used on any computer. You may display, modify, reproduce and distribute any photographs, clip art, stock files or other artistic works ("Art Files"), in whole or in part, that are included with the Software (unless a specific notice to the contrary is indicated), provided such Art Files are not distributed on a stand-alone basis. Such Art Files may not be used in the production of lewd, obscene or pornographic material.
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 United States Copyright Law and International Treaty provisions. You must treat the Software just as you would any other copyrighted material, such as a book. You may not copy the Software or the Documentation, except as expressly permitted above. You agree not to modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software. You agree not to attempt to increase the functionality of the Software in any manner. Except as stated above, this Agreement does not grant you any intellectual property rights in the Software.
3. No Warranty. YOU ACKNOWLEDGE THAT THE SOFTWARE IS A "TRY-OUT" VERSION OF AN ADOBE PRODUCT WHICH CONTAINS LIMITED FUNCTIONALITY AND/OR FUNCTIONS FOR A LIMITED PERIOD OF TIME. ADOBE IS LICENSING THE SOFTWARE ON AN "AS-IS" BASIS, AND ADOBE AND ITS SUPPLIERS MAKE NO WARRANTIES EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, AS TO NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT WILL ADOBE OR ITS SUPPLIERS BE LIABLE TO LICENSEE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS OR LOST SAVINGS, EVEN IF REPRESENTATIVES OF SUCH PARTIES HAVE 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, or the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to you. 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.

4. 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, the Software, and the Documentation to such person or entity and that you retain no copies, including copies stored on a computer.

5. Governing Law and General Provisions. This Agreement will be governed by the laws in force in the State of California, USA, 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. 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 shall automatically terminate upon failure by you to comply with its terms. This Agreement may only be modified in writing signed by an authorized officer of Adobe.

6. 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.

Adobe is a trademark of Adobe Systems Incorporated.

PLEASE INDICATE YOUR ACCEPTANCE OR DECLINE OF THE FOREGOING AGREEMENT BY CLICKING ON THE APPROPRIATE BOX BELOW.

ACCEPT

DECLINE