

Adobe Systems Incorporated
Electronic End User Licence Agreement
Republic of South Africa

Adobe® Tryout Software

NOTICE TO USER: THIS IS A CONTRACT BETWEEN YOU AND ADOBE SYSTEMS INCORPORATED ("ADOBE"), A COMPANY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE, U.S.A. BY INDICATING YOUR ACCEPTANCE BELOW, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. This Adobe Systems Incorporated End User Licence Agreement ("this Agreement") accompanies an Adobe software product ("Software") and related explanatory materials ("Documentation"). 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 you will not be able to use the Software.

This is a licence agreement and not an agreement for sale. Adobe continues to own this copy of the Software and any other copy that you are authorised to make pursuant to this Agreement.

Upon your acceptance of this Agreement, Adobe grants to you a non-exclusive licence 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, and you may make one backup copy or such number of copies allowed for in law, of the Software, provided your backup copy is not installed or used on any computer.

2. Copyright. The Software is the intellectual property of Adobe and its suppliers and is protected by United States copyright law, international treaty provisions, and applicable laws of the country in which it is being used including the Republic of South Africa. The structure, organisation and code of the Software are the valuable trade secrets and confidential information of Adobe and its suppliers. Therefore 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 set forth in the "Use of the Software" section. You agree not to increase the functionality of the Software in any manner. You agree not to modify, adapt or translate the Software. You also agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software. The Software may only be decompiled with the written consent of Adobe, which consent will be granted or refused in the sole discretion of Adobe. Consideration will be given to granting such consent if it is essential to do so in order to achieve operability of the Software with another software program and you have first requested Adobe to provide the information necessary to achieve such operability. Adobe has the right to impose reasonable conditions and to request a reasonable fee before providing such information. Any information supplied by Adobe or obtained by you, as permitted hereunder, may not be disclosed to any third party or used to create any software which is substantially similar to the expression of the Software or in any way infringes Adobe's copyright. Requests for information should be directed to the Customer Support Department, Adobe Systems Europe Limited, Adobe House, Mid New Cultins, Edinburgh, Scotland EH11 4DU, United Kingdom, telefax +44-(0) 131-453-

4422.

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 and Documentation to another person or legal entity provided that (i) you transfer this Agreement, the Software and all Documentation to such person or entity, (ii) you retain no copies, including copies stored on a computer, and (iii) the receiving party agrees to be bound by the terms and conditions of this Agreement.

4. No Warranty. YOU ACKNOWLEDGE THAT THE SOFTWARE IS A "TRY-OUT" VERSION OF AN ADOBE PRODUCT, CONTAINING LIMITED FUNCTIONALITY. ADOBE IS LICENSING THE SOFTWARE ON AN "AS IS" BASIS, SOLELY AS A DEMONSTRATION MODEL. ADOBE AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE OR DOCUMENTATION. EXCEPT FOR ANY WARRANTY WHICH CANNOT BE EXCLUDED OR LIMITED BY COMPULSORY LAW IN THE REPUBLIC OF SOUTH AFRICA, ADOBE AND ITS SUPPLIERS MAKE NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, AS TO NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT WILL ADOBE OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS OR LOST SAVINGS) ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE EVEN IF AN ADOBE REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. Adobe is acting on behalf of its suppliers for the purpose of disclaiming, excluding and/or restricting obligations, warranties and liability as provided in this Clause 4, but in no other respects and for no other purpose.

The foregoing does not affect or prejudice your statutory rights. 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.

5. Governing Law and General Provisions. This Agreement shall be governed by and construed in accordance with the substantive laws of the Republic of South Africa whose courts shall have jurisdiction over all disputes relating to this Agreement. 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 shall automatically terminate upon failure by you to comply with its terms. This shall not prejudice the statutory rights of any party dealing as a consumer. This Agreement may only be modified in writing signed by an authorised officer of Adobe. This is the entire agreement between Adobe and you relating to the Software and the Documentation and it supersedes any

prior representations, discussions, undertakings, end user licence agreements, communications or advertising relating to the Software and the Documentation.

6. Notice to United States 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 (i) only as "Commercial Items" and (ii) 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, U.S.A.

For your future reference a copy of this End User Licence Agreement will be accessible after you install the Software. If you have any questions regarding this agreement or if you wish to request any information from Adobe, please use the address information enclosed in this product to contact the local Adobe subsidiary serving your country or write to Customer Support Department, Adobe Systems Europe Limited, Adobe House, Mid New Cultins, Edinburgh, Scotland EH11 4DU, United Kingdom, telefax +44-(0)131-453-4422.

Adobe is a trademark of Adobe Systems Incorporated.

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