

**ADOBE
ACROBAT SOFTWARE DEVELOPER S KIT (SDK)
LICENSE AGREEMENT**

Please return any accompanying registration form to receive registration benefits.

NOTICE TO USER: PLEASE READ THIS CONTRACT CAREFULLY. BY USING ALL OR ANY PORTION OF THE SDK YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT, INCLUDING, IN PARTICULAR THE LIMITATIONS ON: USE CONTAINED IN SECTIONS 2, 3 AND 4; WARRANTY IN SECTION 7; AND LIABILITY IN SECTION 8. YOU AGREE THAT THIS LICENSE AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE, DO NOT USE THIS SDK. IF YOU ACQUIRED THE SDK ON TANGIBLE MEDIA (FOR EXAMPLE, CD-ROM) WITHOUT AN OPPORTUNITY TO REVIEW THIS LICENSE, AND YOU DO NOT ACCEPT THIS LICENSE AGREEMENT, YOU MAY NOT USE THE SDK.

1. DEFINITIONS

SDK means all of the contents of the files, disk(s), CD-ROM(s) or other media with which this License Agreement is provided, including but not limited to (i) Sample Code; (ii) Header File Information; (iii) Redistributable Code, (iv) Documentation; and (v) any upgrades, modified versions, updates, and/or additions thereto, if any, provided to You by Adobe. Sample Code means sample software in source code format designated in the Documentation as Sample Code. Header File Information means any header files (*.h files) supplied in connection with the SDK, including without limitation any related information detailing contents of header files. Redistributable Code means certain object code files designated in the Documentation as Redistributable Code. Documentation means explanatory materials supplied with the SDK or made available online on Adobe public web pages related to the SDK.

Adobe means Adobe Systems Incorporated, a Delaware corporation, 345 Park Avenue, San Jose, California 95110, if Section 11 of this License Agreement applies; otherwise it means Adobe Systems Benelux BV, Europlaza, Hoogoorddreef 54a, 1101 BE Amsterdam ZO, the Netherlands, a company organized under the laws of the Netherlands and an affiliate and licensee of Adobe Systems Incorporated.

Adobe Software means the generally commercially available versions of Adobe Acrobat and Adobe Acrobat Reader. Developer Programs means Your application programs that are designed to function with Adobe Software products. Developer, You, and Your refer to any person or entity accessing or using this SDK, or any component thereof. End User License Agreement means an end user license agreement that provides a (a) limited, nonexclusive right to use the subject Developer Program with no further right to reproduce (except for archival and/or backup copies permitted by law) and/or distribute the subject Developer Program, (b) prohibition against distributing, selling, sublicensing, renting, loaning or leasing the subject Developer Program, (c) prohibition against reverse engineering, decompiling, disassembling or otherwise attempting to discover the source code of the subject Developer Program that is substantially similar to that set forth in Section 3 below, (d) statement that You and your suppliers retain all right, title and interest in the subject Developer Program that is substantially similar to that set forth as Section 5 below, (e) statement that Your suppliers disclaim all warranties, conditions, representations or terms with respect to the subject Developer Program substantially similar to the disclaimer set forth as Section 7 below, and (f) limit of liability substantially similar to that set forth as Section 8 below for the benefit of Your suppliers.

2. LICENSE

Subject to the terms and conditions of this License Agreement, Adobe grants You a non-exclusive, nontransferable, royalty-free license to (a) use the SDK for the sole purpose of internally developing Developer Programs, (b) reproduce and modify Sample Code as a component of Developer Programs that add significant and primary functionality to the Sample Code, (c) reproduce Redistributable Code solely as a component of Developer Programs that add significant and primary functionality to the Redistributable Code and (d) distribute Sample Code and/or Redistributable Code in object code form only as a component of Developer Programs that add significant and primary functionality to the Sample Code and/or Redistributable Code provided that (i) You distribute such object code under the terms and conditions of an

End User License Agreement, (ii) You include a copyright notice reflecting the copyright ownership of Developer in such Developer Programs, (iii) You shall be solely responsible to Your customers for any update or support obligation or other liability which may arise from such distribution, (iv) You shall not make any statements that Your Developer Product is certified, or that its performance is guaranteed, by Adobe, and (v) You do not use Adobe's name or trademarks to market Your Developer Product without written permission of Adobe. Any modified or merged portion of the Sample Code, and/or merged portion of the Redistributable Code, IS subject to this License Agreement. Use of Adobe Software and/or any other Adobe application program is subject to the applicable end user license agreement for such application software even if such Adobe Software is supplied to You in connection with this License Agreement. You may make a limited number of copies of the Documentation to be used by Your employees or consultants for internal development purposes and not for general business purposes or for distribution by any means, and such employees or consultants shall be subject to this License Agreement. You may distribute Adobe Software with Your Developer Programs only under separate license from Adobe. Adobe is under no obligation to provide any support under this License Agreement, including upgrades or future versions of the SDK, Adobe Software and/or any component thereof, to Developer, end users, or to any other party. Further developer support, software licensing, trademark licensing and trademark usage information is available through www.adobe.com.

3. RESTRICTIONS

Except for the limited distribution rights as provided in Section 2 above with respect to Sample Code and Redistributable Code, You may not distribute, sell, sublicense, rent, loan, or lease the SDK, Adobe Software, and/or any component thereof to any third party. You also agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the SDK, Adobe Software and/or any component thereof except to the extent (i) you may be expressly permitted to decompile under applicable law, (ii) it is essential to do so in order to achieve operability of the SDK or Adobe Software with another software program, and (iii) you have first requested Adobe to provide the information necessary to achieve such operability and Adobe has not made such information available. 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 only be used by you for the purpose described herein and may not be disclosed to any third party or used to create any software which is substantially similar to the expression of the SDK and/or Adobe Software.

In addition, You agree that You will not use the SDK to do any of the following: (a) remove the menu item that calls up the "About Screen" in any Adobe Software product, other product incorporating Adobe Software under valid license from Adobe, or any component thereof; (b) create or develop any program or software that can both (i) communicate with Adobe Acrobat Reader and (ii) modify or save a PDF (Portable Document Format) document (including saving any modifications to a separate file for such documents); (c) create or develop any program or software that exposes and/or discloses Header File Information; (d) create or develop any program or software that will work as a plug-in with Acrobat Reader, unless specifically licensed to do so by Adobe; (e) open encrypted documents without the authorized knowledge of the document passwords or violate the access rights specified for a document, or create any products that will perform either of such functions and; (f) create or develop any program or software that provides access and/or displays content secured using digital rights management services or technology unless the Developer Product meets certain certification criteria in accordance with Adobe's then current certification process.

4. CONFIDENTIAL INFORMATION

You agree not to disseminate or in any way disclose Header File Information to any person, firm or business except for Your employees who need to know such Header File Information and who have previously agreed to be bound by a confidentiality obligation consistent with the obligation set forth in this Section 4. Further, You agree to treat the Header File Information with the same degree of care as You accord to Your own confidential information, but in any event no less than reasonable care. Your obligations under this section with respect to the Header File Information shall terminate when You can document that such Header File Information was (i) in the public domain at or subsequent to the time it was communicated to You by Adobe through no fault of yours, (ii) developed by Your employees or agents independently of and without reference to any information communicated to You by Adobe; or (iii)

disclosed in response to a valid order by a court or other governmental body, as otherwise required by law, or as necessary to establish the rights of either party under this License Agreement.

5. PROPRIETARY RIGHTS

You agree to protect Adobe's copyright and other ownership interests in all items in this SDK. You agree that all copies of items in this SDK reproduced for any reason by You will contain the same copyright, trademark, and other proprietary notices as appropriate and appear on or in the master items delivered by Adobe in this SDK. Adobe and/or its suppliers retain all right, title and ownership throughout the world in the intellectual property embodied within the SDK. Except as stated herein, this License Agreement does not grant You any rights to patents, copyrights, trade secrets, trademarks, or any other rights in respect to the items in this SDK.

6. TERM

This License Agreement is effective until terminated. Adobe has the right to terminate Your License immediately if You fail to comply with any term of this License Agreement. Upon any such termination, You must (a) return all full and partial copies of the items in this SDK immediately to Adobe and (b) discontinue distribution of any Sample Code and/or Redistributable Code. Sections 1, 3, 4, 5, 6, 7, 8, 9, 11 and 12 shall survive any termination and/or expiration of this License Agreement.

7. DISCLAIMER OF WARRANTY

Adobe licenses the SDK to You on an "AS IS" basis and without warranty of any kind. ADOBE AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SDK. EXCEPT FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO YOU IN YOUR JURISDICTION, ADOBE AND ITS SUPPLIERS MAKE NO WARRANTIES, CONDITIONS, REPRESENTATIONS OR TERMS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE AS TO THE SDK OR ANY COMPONENT THEREOF, INCLUDING BUT NOT LIMITED TO NON-INFRINGEMENT OF THIRD PARTY RIGHTS, INTEGRATION, MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Some states or provinces do not allow the exclusion of implied warranties so the above limitations may not apply to You. You may have rights that vary from jurisdiction to jurisdiction. For further warranty information, You may contact the Adobe Solutions Network at the Adobe Systems Incorporated address provided above.

8. LIMITATION OF LIABILITY

IN NO EVENT WILL ADOBE OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY DAMAGES, CLAIMS OR COSTS WHATSOEVER ARISING FROM THIS LICENSE AGREEMENT AND/OR YOUR USE OF THE SDK OR ANY COMPONENT THEREOF, INCLUDING WITHOUT LIMITATION 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, CLAIMS OR COSTS OR FOR ANY CLAIM BY ANY THIRD PARTY. 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 UNDER OR IN CONNECTION WITH THIS LICENSE AGREEMENT SHALL BE LIMITED TO FIFTY U.S. DOLLARS (\$50.00). Nothing contained in this License 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 for the purpose of disclaiming, excluding and/or limiting obligations, warranties and liability as provided in this License Agreement, but in no other respects and for no other purpose.

9. INDEMNIFICATION

You agree to defend, indemnify, and hold Adobe and its suppliers harmless from and against any claims or lawsuits, including attorneys' reasonable fees, that arise or result from the use or distribution of Developer Programs, provided that Adobe gives You prompt written notice of any such claim, tenders to You the

defense or settlement of such a claim at Your expense, and cooperates with You, at Your expense, in defending or settling such claim.

IO. GOVERNMENT REGULATIONS

You agree that any Developer Program that includes Sample Code and/or Redistributable Code (i) will include in its license agreement a reference to applicable U.S. Government regulations which control licensing of software and (ii) 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 any part of the SDK is identified as export controlled items under the Export Laws, you represent and warrant that you are not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Iraq, Syria, Sudan, Libya, Cuba, North Korea and Serbia) and that you are not otherwise prohibited under the Export Laws from receiving the SDK. All rights to use the SDK are granted on condition that such rights are forfeited if you fail to comply with the terms of this License Agreement.

11. GOVERNING LAW. This License Agreement will be governed by and construed in accordance with the substantive laws in force: (a) in the State of California, if a license to the SDK is obtained when you are in the United States, Canada, or Mexico; or (b) in Japan, if a license to the SDK is obtained when you are in Japan, China, Korea, R.O.C, or other Southeast Asian country where all official languages are written in either an ideographic script (e.g., hanzi, kanji, or hanja), and/or other script based upon or similar in structure to an ideographic script, such as hangul or kana; or (c) the Netherlands, if a license to the SDK is obtained when you are in any other 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 courts of Benelux, Netherlands, when the law of the Netherlands applies, shall each have non-exclusive jurisdiction over all disputes relating to this License Agreement. This License 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.

12. GENERAL

You may not assign Your rights or obligations granted under this License Agreement without the prior written consent of Adobe. None of the provisions of this License Agreement shall be deemed to have been waived by any act or acquiescence on the part of Adobe, its agents, or employees, but only by an instrument in writing signed by an authorized signatory of Adobe. It is expressly agreed that a breach of Section 3 or 4 of this License Agreement will cause irreparable harm to Adobe and that a remedy at law will be inadequate. Therefore, in addition to any and all remedies available at law, Adobe will be entitled to seek an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation thereof. When conflicting language exists between this License Agreement and any other agreement included in this SDK (except for the Integration Key License Agreement or any agreement supplied with Adobe Software), this License Agreement shall supersede. If either Adobe or Developer employs attorneys to enforce any rights arising out of or relating to this License Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees. You acknowledge that You have read this License Agreement, understand it, and that it is the complete and exclusive statement of Your agreement with Adobe which supersedes any prior agreement, oral or written, between Adobe and You with respect to the licensing to You of this SDK. No variation of the terms of this License Agreement will be enforceable against Adobe unless Adobe gives its express consent in a writing signed by an authorized signatory of Adobe.

Adobe, Acrobat, Acrobat Reader and the Adobe logo, are either trademarks or registered trademarks of Adobe Systems Incorporated in the United States and/or other countries.