

**ADOBE SYSTEMS INCORPORATED
WARRANTY DISCLAIMER AND SOFTWARE LICENSE AGREEMENT
ADOBE FLASH PLATFORM SERVICES DISTRIBUTION MANAGER SOFTWARE**

NOTICE TO USERS: YOU MUST AGREE TO ALL TERMS BELOW BEFORE YOU INSTALL OR USE THE SOFTWARE OR ANY FUTURE UPDATES TO THE SOFTWARE. IF YOU DO NOT AGREE TO ALL TERMS, DO NOT USE THIS SOFTWARE OR ANY UPDATES. BY INSTALLING OR USING THE SOFTWARE YOU ACCEPT ALL THE TERMS BELOW.

PART I. WARRANTY DISCLAIMER

The Software is made available to you free of charge.

You may be entitled to warranties, conditions and terms that may not be excluded or limited by Adobe under law. EXCEPT FOR THOSE NON-EXCLUDABLE WARRANTIES, CONDITIONS AND TERMS, THE SOFTWARE, ADOBE ONLINE SERVICES AND THIRD PARTY ONLINE SERVICES ARE MADE AVAILABLE "AS IS." EXCEPT FOR THOSE NON-EXCLUDABLE WARRANTIES, CONDITIONS AND TERMS, ADOBE AND ITS SUPPLIERS MAKE NO WARRANTIES, CONDITIONS, REPRESENTATIONS, GUARANTEES OR TERMS (EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) AS TO ANY MATTER INCLUDING PERFORMANCE, RESULTS, SECURITY, NONINFRINGEMENT, MERCHANTABILITY, INTEGRATION, QUIET ENJOYMENT, SATISFACTORY QUALITY, AND FITNESS FOR ANY PARTICULAR PURPOSE. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME STATES. YOU MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED. ADOBE DOES NOT SEEK TO LIMIT YOUR WARRANTY RIGHTS TO ANY EXTENT NOT PERMITTED BY LAW.

These exclusions and limitations will apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose. Adobe provides no support services for the Software.

YOU ACKNOWLEDGE AND AGREE THAT: ADOBE HAS NO EXPRESS OR IMPLIED OBLIGATION TO CONTINUE TO MAKE THE SOFTWARE OR ANY FEATURE THEREOF AVAILABLE NOR INTRODUCE ANY PRODUCTS OR SERVICES COMPATIBLE WITH THE SOFTWARE.

PART II. SOFTWARE LICENSE AGREEMENT

1. Definitions. "*Software*" means the software named above including any media, and documentation that relate to that software. The term "*Software*" also includes any future updates to the Software ("*Updates*") that are not delivered to you under separate terms.

2. Software License.

If you obtained the Software from Adobe or one of its authorized licensees, then as long as you comply with all terms of this agreement you may use the Software in the manner and for the purposes described in its documentation and as described below.

2.1 General Use. You may install and use a copy of the Software on one (1) compatible computer. See Section 3 for restrictions on the use of Adobe Software.

2.2 Backup Copies. You may make a reasonable number of copies of the Software as backup copies as long as each copy contains all proprietary notices that appear on the Software and your backup copies are used only for archival purposes.

3. Restrictions and Obligations.

3.1 No Modification. You will not modify, translate, adapt or create derivative works based upon the Software.

3.2 No Inconsistent Use. You will not install or use the Software in a manner inconsistent with its design, including use on computers with which the Software is not designed to operate and use in circumvention of content protection technologies.

3.3 No Reverse Engineering. You will not reverse engineer, decompile or otherwise attempt to discover the source code of the Software except to the extent you may be expressly permitted to reverse engineer or decompile under applicable law.

3.4 No Distribution or Transfer. You will not distribute, rent, lease, sublicense, assign or transfer your rights in the Software, or authorize the Software to be copied onto another user's computer except as expressly allowed by this agreement. You will not make the Software available for use on a server hosted, service bureau or similar basis, on the Internet or otherwise. You may permanently transfer all your rights to use the Software to another person or legal entity as long as (a) you retain no copies and (b) the receiving party accepts the terms and conditions of this agreement and any other terms and conditions upon which you properly licensed the Software.

3.5 Fonts. As an exception to the licenses granted herein, the fonts listed at http://www.adobe.com/type/browser/legal/restricted_fonts.html 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 the general license grant section of this agreement. You agree that you 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.

4. Third Party Materials.

Use of some third party materials may be subject to terms and conditions typically found in a separate license agreement, terms of service or readme file located near such materials, for example at <http://www.adobe.com/go/thirdparty>.

5. Intellectual Property Ownership.

Adobe and its suppliers own all intellectual property rights in the Software. The Software is licensed, not sold. You will not install, copy or use the Software in any manner not expressly permitted above. All rights not expressly granted under this agreement are reserved by Adobe and its suppliers.

6. Updates.

By using an Update, you voluntarily terminate your right to use any previous version of the Software. Adobe may deliver Updates to you on different terms. The Software may cause your computer to automatically connect to the Internet to check for Updates that are available for automatic download to your computer. Please consult the documentation for information about changing default update settings.

7. Internet Connectivity and Online Services.

7.1 Automatic Connections to the Internet. The Software may cause your computer to automatically connect to the Internet in order to let Adobe know that the Software is successfully installed and in order to use services that are provided to you by Adobe and others. Please consult the documentation for information about changing default settings. The following provisions apply to all automatic Internet connections by the Software:

7.1.1 When the Software automatically connects to the Internet, an Internet protocol address that is associated with your current Internet connection is sent to an Adobe website; and

7.1.2 When the Software automatically connects to the Internet, no personally identifiable information is sent except to the extent that Internet Protocol Addresses may be considered personally identifiable in some jurisdictions. The Software may collect certain non-personally identifiable usage statistics, such as how many times a user launches the Software, how many times a user accesses a particular button or feature in the Software and the average amount of time a user uses the Software. Adobe uses this anonymous information to improve its products and services, to provide more relevant experiences to our customers and to provide internal and external statistical analysis.

7.2 Online Services Provided by Adobe. The Software facilitates your access to Adobe Flash Platform Services related websites and services maintained by Adobe or its affiliates ("**Services**"). Your use of the Services is governed by separate terms of use (http://www.adobe.com/products/eulas/pdfs/Adobe_AIR.pdf), by the Adobe Privacy Policy (<http://www.adobe.com/misc/privacy.html>), and by the Adobe.com Terms of Use (<http://www.adobe.com/misc/copyright.html>), each of which are incorporated into the terms of this agreement.

7.3 Online Services Provided by Third Parties. The Software facilitates and in some cases requires your access to websites and services maintained by third parties (“*Third Party Online Service(s)*”), including Gigya Inc. Your use of a Third Party Online Service is governed by the terms associated with such Third Party Online Services, including Gigya Inc.’s Terms of Service and Privacy Policy located at <http://www.gigya.com/public/content/Legal/legal.aspx> and other agreements you may enter into with Gigya Inc., including the Gigya Publisher Agreement and the Gigya Advertiser Agreement. Adobe may at any time, for any reason, modify or discontinue the availability of any Third Party Online Services. Adobe does not control, endorse or accept responsibility for Third Party Online Services. Any dealings between you and any third party, including Gigya Inc., in connection with a Third Party Online Service, including such party’s privacy policies and use of your personal information, delivery of and payment for goods and services and any other terms associated with such dealings, are solely between you and such third party.

8. LIMITATION OF LIABILITY.

EXCEPT FOR ANY REMEDIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER LAW, ADOBE, AND ITS AFFILIATES AND SUPPLIERS WILL NOT BE LIABLE TO YOU FOR ANY LOSS, DAMAGES, CLAIMS OR COSTS INCLUDING ANY INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, ANY LOST PROFITS OR LOST SAVINGS, ANY DAMAGES RESULTING FROM BUSINESS INTERRUPTION, PERSONAL INJURY OR 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 AND SUPPLIERS 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 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 affiliates and suppliers for the purpose of disclaiming, excluding and limiting obligations, warranties and liability, but in no other respects and for no other purpose. For further information, contact the Adobe Customer Support Department.

THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. THIS LIMITATION OF LIABILITY MAY NOT BE VALID IN SOME STATES. YOU MAY HAVE RIGHTS THAT CANNOT BE WAIVED UNDER CONSUMER PROTECTION AND OTHER LAWS. ADOBE DOES NOT SEEK TO LIMIT YOUR WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

9. Export Rules.

You will comply with all applicable export laws, restrictions or regulations. If the Software is identified as an export controlled item under U.S. export law, you represent and warrant that you are not a citizen of, or located within, an embargoed or otherwise restricted nation, and that you are not otherwise prohibited under U.S. export laws from receiving the Software.

10. Governing Law.

This agreement will be governed by and construed in accordance with the substantive laws of: (a) the State of California, if a license to the Software is obtained when you are in North America; or (b) in Japan, if a license to the Software is obtained in an Asian country where English is not an official language; or (c) England, if a license to the Software is obtained in any other location. The respective courts of Santa Clara County, California when (a) applies, Tokyo District Court in Japan, when (b) applies, and the competent courts of England, when (c) applies, shall each have non-exclusive jurisdiction over all disputes relating to this agreement. This 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.

11. General Provisions.

Your rights to use the Software terminate immediately if you do not comply with any term of this agreement. If any provision of this agreement is found unenforceable, only that provision, interpreted as narrowly as possible, will be held unenforceable and the rest of this agreement will remain valid and enforceable according to its

terms. Section 8 shall survive the termination of this agreement. This agreement shall not prejudice the statutory rights of any party dealing as a consumer. This agreement may only be modified by a writing signed by an authorized officer of Adobe. This agreement is the entire agreement between Adobe and you relating to the Software, and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Software.

If you have any questions regarding this document or if you wish to request any information from Adobe please use the address and contact information included with this product or via the web at www.adobe.com to contact the Adobe office serving your jurisdiction.

Adobe and Flash are either a registered trademark or trademark of Adobe Systems Incorporated in the United States and/or other countries.

[EULAAdobeFlashPlatformServicesDistributionManager_09_1_2009]