

## **ADOBE FLASH MEDIA SERVER ON AMAZON WEB SERVICES TERMS OF USE**

**NOTICE TO USER (“LICENSEE”): THESE TERMS OF USE (“AGREEMENT”) GOVERNS USE BY LICENSEES OF THE ADOBE SOFTWARE DESCRIBED HEREIN. LICENSEE AGREES THAT THIS AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY LICENSEE. BY CLICKING TO ACKNOWLEDGE AGREEMENT TO BE BOUND DURING REVIEW OF AN ELECTRONIC VERSION OF THIS LICENSE, OR USING THE SOFTWARE, LICENSEE ACCEPTS ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT IS ENFORCEABLE AGAINST ANY PERSON OR ENTITY THAT USES THE SOFTWARE AND ANY PERSON OR ENTITY (E.G., SYSTEM INTEGRATOR, CONSULTANT OR CONTRACTOR) THAT USES THE SOFTWARE ON ANOTHER PERSON’S OR ENTITY’S BEHALF.**

**THIS AGREEMENT SHALL APPLY ONLY TO THE SOFTWARE TO WHICH LICENSEE HAS OBTAINED A VALID LICENSE REGARDLESS OF WHETHER OTHER SOFTWARE IS REFERRED TO OR DESCRIBED HEREIN.**

LICENSEE’S RIGHTS UNDER THIS AGREEMENT MAY BE SUBJECT TO ADDITIONAL TERMS AND CONDITIONS IN A SEPARATE WRITTEN AGREEMENT WITH ADOBE THAT SUPPLEMENTS OR SUPERSEDES ALL OR PORTIONS OF THIS AGREEMENT.

### 1. Definitions

1.1. “Adobe” means Adobe Systems Incorporated, a Delaware corporation, 345 Park Avenue, San Jose, California 95110, if subsection 9(a) of this Agreement applies; otherwise it means Adobe Systems Software Ireland Limited, 4-6 Riverwalk Drive, Citywest Business Campus, Saggart D24, Dublin, Republic of Ireland, a company organized under the laws of Ireland and an affiliate and licensee of Adobe Systems Incorporated.

1.2 “Adobe Flash Media Server on Amazon Web Services” or “Software” means Adobe Flash Media Server pre-installed as an Amazon Machine Image that can be run only on the AWS environment licensed on a per-hour usage basis.

1.3 “Adobe Runtime” means Adobe AIR, Adobe Flash Player and any other future runtimes utilizing Adobe’s Flash technology distributed by Adobe or its licensees.

1.4 “Amazon: means Amazon.com, Inc., 1200 12<sup>th</sup> Avenue South, Suite 1200, Seattle, Washington 98144.

1.5 “Amazon Machine Image” or “AMI” means virtual machine images containing software applications, libraries, data and associated configuration settings as made available on AWS.

1.6 “AWS” means the Amazon Web Services comprising a virtual computing environment including, without limitation, one (1) or more AMIs and the “Amazon Elastic Compute Cloud”, as defined at <http://aws.amazon.com/ec2>.

1.7 “Amazon Web Services Account” means the Licensee’s AWS account registered on Amazon.com used to launch AMI instances, store and transfer data, run applications and receive billing.

1.8 “Authorized User” means an employee or individual contractor (i.e., temporary employees) of Licensee that (a) develops and/or builds applications using the Software; and/or (b) uses the Software to deliver Content to end users.

1.9 “Connections” means the number of connections over which the client can receive and deliver Content.

1.10 “Concurrent Connections” means the total number of simultaneous Connections from software clients to a specific Amazon Web Services Account.

1.11 “Content” means video, audio and/or data files in file formats supported by the Software.

1.12 “Content Encryption Key” means a cryptographic value for use in encrypting Content for secure distribution and to decrypt encrypted Content for access and use in accordance with the accompanying metadata.

1.13 “Documentation” means the user manuals and/or technical publications as applicable, supplied at <http://www.adobe.com/go/fmsaws/>, relating to the installation, use and administration of the Software.

1.14 “Edge Configuration” means a particular configuration by Adobe and license of the Software solely for use with an Origin Configuration.

1.15 “Multi-Way Communications” means any form of communication between parties including but not limited to (a) video chat; (b) video messaging; (c) VoIP applications; (d) multi-user gaming; or (e) multi-user real-time collaboration applications such as video conferencing.

1.16 “Origin Configuration” means a particular configuration of the that (a) stores the custom server side applications, Content, usage reports and/or logs generated by Licensee; (b) manages application logic; (c) delivers Content to either end users and/or to one or more Edge Configurations; (d) may perform other functions in order to facilitate interaction between the Origin Configuration and Edge Configuration; provided, however the Origin Configuration may be used on a standalone basis; (e) dynamically converts Content for HTTP streaming; and (f) protects Content using PHDS, PRTMP, RTMPe and RTMPs.

1.17 “Peer Assisted Networking” means communication between the Software and one or more clients using the secure Real Time Media Flow Protocol (“RTMFP”) configured to allow peer to peer communication between additional clients connected to the Software.

1.18 “Root Public Key” means a cryptographic value embedded in the Software by Adobe that is used to establish trust between server and client.

1.19 “Sample Code” means (a) the Sample Server Applications; and (b) other sample software and sample applications in source code format, in each case made available through Adobe’s website and/or provided with the Software.

1.20 “Sample Server Applications” means Adobe’s proprietary and/or licensed software applications in object code and/or source code that may be provided by Adobe from time to time during the term of this Agreement and (a) are installed and used solely on a server where the Software is installed; (b) are provided in the “samples” file of the Software and (c) provide additional functionality to the Software.

1.21 “Tools” means Adobe’s proprietary monitoring and managing applications in object code only that (a) may be provided by Adobe from time to time during the term of this Agreement and/or as part of the Software in the “tools” file folder; and (b) are installed and used on a client or server.

## 2. License and Restrictions

2.1 Software License. Subject to the terms and conditions of this Agreement, Adobe grants Licensee a non-exclusive license to use the Software solely on AWS: (a) for the maximum number of RTMFP Connections allowed by the AMI, as may be limited by Licensee’s configuration and custom applications running on the Software; (b) to extend the Software using the Sample Server Applications in accordance with the terms and conditions of this Agreement; (c) to develop custom plug-ins in accordance with the terms and conditions of this Agreement; (d) to configure the Software in an Origin Configuration or in an Edge Configuration; (e) to enable Multi-Way Communications and Peer Assisted Networking; and (f) in accordance with the Documentation.

### 2.2 Tools License.

2.2.1 f4f Packager Tool. Adobe hereby grants Licensee a non-exclusive, non-transferable, limited license to copy and use the Tool identified as the “f4fpackager” in the tools file folder of the Software for internal use to prepare Content for fragmented delivery to an Adobe Runtime.

2.2.2 Other Tools. Adobe grants Licensee a license to install and use the Tools, with the exception of the F4V Packager tool, solely for managing and monitoring of the Software.

2.3 Sample Code. Subject to the terms and conditions set forth herein, Licensee that has a valid license to the Software may modify the Sample Code solely for the purposes of developing and testing Licensee's own software applications to be used solely with the Software.

2.4 Sample Code Restrictions. Licensee is permitted to use, copy and redistribute its modified Sample Code only if all of the following conditions are met: (a) Licensee includes Adobe's copyright notice (if any) with Licensee's application, including every location in which any other copyright notice appears in such application; and (b) Licensee does not otherwise use Adobe's name, logos or other Adobe trademarks to market Licensee's application. Licensee agrees 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 Licensee's applications, provided that Adobe gives Licensee prompt written notice of any such claim, tenders to Licensee the defense or settlement of such a claim at Licensee's expense, and cooperates with Licensee, at Licensee's expense, in defending or settling such claim. No maintenance and support is provided for any Sample Code.

2.5 Documentation. Subject to the terms and conditions of this Agreement, Adobe grants to Licensee a non-exclusive license to make copies of the Documentation for use by Authorized Users in connection with its use of the Software in accordance with this Agreement, but no more than the amount reasonably necessary. Any permitted copy of the Documentation that Licensee makes must contain the same copyright and other proprietary notices that appear on or in the Documentation.

2.6 Outsourcing. Licensee may sub-license use of the Software to an Authorized User to operate the Software on Licensee's behalf, provided that (a) Licensee is responsible for ensuring that any Authorized User agrees to abide by and fully complies with the terms of this Agreement as they relate to the use of the Software on the same basis as applies to Licensee; (c) such use is only in relation to Licensee's direct beneficial business purposes as restricted herein; (d) such use does not represent or constitute an increase in the scope or number of licenses provided hereunder; and (e) Licensee shall remain fully liable for any and all acts or omissions by the Authorized User related to this Agreement.

2.7 Restrictions.

2.7.1 Limited Modifications. No Reverse Engineering. Except for the Sample Code, Licensee shall not modify, port, adapt or translate the Software. Licensee shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software. Notwithstanding the foregoing, decompiling the Software is permitted to the extent the laws of Licensee's jurisdiction give Licensee the right to do so to obtain information necessary to render the Software interoperable with other software; provided, however, that Licensee must first request such information from Adobe and Adobe may, in its discretion, either provide such information to Licensee or impose reasonable conditions, including a reasonable fee, on such use of the source code to ensure that Adobe's and its suppliers' proprietary rights in the source code for the Software are protected. For the avoidance of doubt, Licensee is permitted to use and modify the AMI ("Modified AMI") in accordance with the AWS terms of service, and save the Modified AMI, including the Software in Licensee's Amazon Web Services Account. However any Modified AMI may only be used and/or stored within AWS.

2.7.2 No Unbundling. The Software may include various applications, utilities and components, may support multiple platforms and languages or may be provided to Licensee on multiple media or in multiple copies. Nonetheless, the Software is designed and provided to Licensee as a single product to be used solely within AWS as permitted herein. Licensee is not required to use all component parts of the Software, but Licensee shall not unbundle the component parts of the Software. Licensee shall not unbundle or repackage the Software for distribution, transfer or other disposition. Notwithstanding the foregoing, Licensee may unbundle the Sample Code and Tools from the other components of the Software.

2.7.3 No Transfer. Except as may be explicitly provided in this Agreement, Licensee shall not (a) sublicense, assign or transfer the Software to any third party nor shall Licensee sublicense, assign or transfer Licensee's rights in the Software; or (b) authorize any portion of the Software to be copied or accessed by another individual or entity.

2.7.4 Prohibited Use. Except as expressly authorized under this Agreement, Licensee is prohibited from: (a) using the Software on behalf of third parties; (b) renting, leasing, lending or granting other rights in the Software including rights on a membership, subscription or hosted basis; (c) providing use of the Software in a third party outsourcing facility or service, service bureau arrangement, or time sharing basis; (d) allowing any person who is not an Authorized User from using the Software; (e) bundling or integrating the Software with other products and services; (f) extracting a Content Encryption Key from encrypted Content packaged by another party and separately

record, transcribe, reproduce or disseminate such Content Encryption Key in any form; (g) use any element of the Software to circumvent or defeat any content protection functions; and (h) use the Software in any way which decrypts any Content.

2.7.5 License Limit. Licensee shall only use the Software within AWS and only as allowed by the Licensee's designated instance type. For more information on instance types please see <http://www.adobe.com/go/fmsaws/>.

2.7.6 FMS Root Public Key. Licensee shall not modify or replace the FMS Root Public Key embedded in the Software by Adobe.

2.7.7 Third Party Software. The Software may contain third party software which requires notices and/or additional terms and conditions. Such required third party software notices and/or additional terms and conditions are located at [http://www.adobe.com/products/eula/third\\_party/flashmedia](http://www.adobe.com/products/eula/third_party/flashmedia) (or a successor website thereto) and are made a part of and incorporated by reference into this Agreement. These notices may be updated from time to time in Adobe's sole discretion and Licensee is solely responsible and liable for checking the website and complying with the third party notices.

2.7.8 Export Rules. Licensee agrees 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 (collectively the "Export Laws"). In addition, if the Software is identified as an export controlled item under the Export Laws, Licensee represents and warrants that Licensee is not a citizen of, or located within, an embargoed or otherwise restricted nation (including Iran, Iraq, Syria, Sudan, Libya, Cuba and North Korea) and that Licensee is not otherwise prohibited under the Export Laws from receiving the Software. All rights to install and use the Software are granted on condition that such rights are forfeited if Licensee fails to comply with the terms of this Agreement.

2.7.9 Server Limitation. The parties acknowledge and agree that (a) the number of RTMFP Connections is limited by the instance type selected by Licensee's AWS and the Licensee's applications running on the Software. Licensee acknowledges that Adobe has no responsibility or liability for the capacity or limitations of Licensee's Amazon Web Services Account or use thereof, including but not limited to the Software.

2.8 Delivery. The Software shall be made available solely via the AMI.

3. Intellectual Property Rights. The Software, Documentation and any copies that Licensee is authorized by Adobe to make thereof are the intellectual property of and are owned by Adobe and its suppliers. The structure, organization and code of the Software are the valuable trade secrets and confidential information of Adobe and its suppliers. The Software and Documentation are protected by copyright, including without limitation by United States Copyright Law, international treaty provisions and applicable laws in the country in which it is being used. Except as expressly stated herein, this Agreement does not grant Licensee any intellectual property rights in the Software and Documentation and all rights not expressly granted are reserved by Adobe.

4. Confidentiality. Any license key, activation code or similar installation, access or usage control codes ("Activation Key") provided by Adobe to Licensee is considered the confidential information of Adobe, and Licensee must hold such Activation Key in strict confidence. If Licensee is an entity, Licensee may provide Activation Key access to Authorized Users solely in accordance with this Agreement. Notwithstanding the foregoing, Licensee may disclose the Activation Key to an Authorized User as set forth herein.

5. Updates. All upgrades and updates are provided to Licensee at Adobe's sole discretion and are subject to the terms of this Agreement on a license exchange basis. Licensee agrees that by using an upgrade or update Licensee voluntarily terminates Licensee's right to use any previous version of the Software. As an exception, Licensee may continue to use previous versions of the Software on AWS after Licensee obtains the upgrade or update but only for a reasonable period of time to assist Licensee in the transition to the upgrade or update, and further provided that such simultaneous use shall not be deemed to increase the number of copies, licensed amounts or scope of use granted to Licensee hereunder. Upgrades and updates may be licensed to Licensee by Adobe with additional or different terms.

6. NO WARRANTY. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED BY ADOBE "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF PERFORMANCE, SECURITY, NON-INFRINGEMENT OF

THIRD PARTY RIGHTS, INTEGRATION, MERCHANTABILITY, QUIET ENJOYMENT, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, ADOBE MAKES NO WARRANTY THAT (I) THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (II) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SOFTWARE WILL BE EFFECTIVE, ACCURATE OR RELIABLE; (III) THE QUALITY OF THE SOFTWARE WILL MEET YOUR EXPECTATIONS; OR THAT (IV) ANY ERRORS OR DEFECTS IN THE SOFTWARE WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ADOBE OR THROUGH OR FROM USE OF THE SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS. ADOBE SPECIFICALLY DISCLAIMS ANY LIABILITY WITH REGARD TO ANY ACTIONS RESULTING FROM YOUR USE OF THE SOFTWARE. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH USE OF THE SOFTWARE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM USE OF THE SOFTWARE. ADOBE ASSUMES NO LIABILITY FOR ANY COMPUTER VIRUS OR SIMILAR CODE THAT IS DOWNLOADED TO YOUR COMPUTER AS A RESULT YOUR USE OF THE SOFTWARE.

ADOBE DOES NOT CONTROL, ENDORSE OR ACCEPT RESPONSIBILITY FOR ANY MATERIALS OR SERVICES OFFERED BY AMAZON OR OTHER THIRD PARTIES ACCESSIBLE THROUGH AWS. ADOBE MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER ABOUT AWS, AND SHALL NOT BE LIABLE FOR, AMAZON OR OTHER THIRD PARTIES, THEIR MATERIALS OR SERVICES. ANY DEALINGS THAT YOU MAY HAVE WITH SUCH THIRD PARTIES ARE AT YOUR OWN RISK.

ADOBE WILL NOT BE LIABLE FOR ANY LOSS THAT YOU MAY INCUR AS A RESULT OF USING AWS OR A THIRD PARTY USING YOUR PASSWORD OR ACCOUNT OR ACCOUNT INFORMATION IN CONNECTION WITH THE SOFTWARE, EITHER WITH OR WITHOUT YOUR KNOWLEDGE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

7. **LIMITATION OF LIABILITY.** IN NO EVENT WILL ADOBE, ITS AFFILIATES AND ITS SUPPLIERS BE LIABLE TO LICENSEE FOR ANY LOSS, DAMAGES, CLAIMS OR COSTS WHATSOEVER INCLUDING ANY CONSEQUENTIAL, INDIRECT 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. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. ADOBE'S AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE LESSER OF EITHER FIVE HUNDRED UNITED STATES DOLLARS (\$500) OR THE AGGREGATE AMOUNT PAID BY YOU FOR THE SOFTWARE. THIS LIMITATION WILL APPLY EVEN IF ADOBE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 7 APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. ACCORDINGLY, THE LIMITATIONS AND EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO YOU.

8. **Governing Law.** This Agreement, each transaction entered into hereunder, and all matters arising from or related to this Agreement (including its validity and interpretation), will be governed and enforced by and construed in accordance with the substantive laws in force in: (a) the State of California, if a license to the Software is purchased when Licensee is in the United States, Canada, or Mexico; or (b) Japan, if a license to the Software is purchased when Licensee is in Japan, China, Korea, 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) England, if a license to the Software is purchased

when Licensee is 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 competent courts of London, England, when the law of England 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.

9. General Provisions. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms. The English version of this Agreement shall be the version used when interpreting or construing this Agreement. This is the entire agreement between Adobe and Licensee relating to the Software and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Software. Licensee shall comply with all applicable laws and regulations pertaining to this Agreement.

#### 9.1 Notice to U.S. Government End Users.

9.1.1 Commercial Items. The Software and Documentation are “Commercial Item(s),” as that term is defined at 48 C.F.R. Section 2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation,” as such terms are used in 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202, as applicable. Consistent with 48 C.F.R. Section 12.212 or 48 C.F.R. Sections 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, USA.

9.1.2 U.S. Government Licensing of Adobe Technology. Licensee agrees that when licensing Software for acquisition by the U.S. Government, or any contractor therefore, Licensee will license consistent with the policies set forth in 48 C.F.R. Section 12.212 (for civilian agencies) and 48 C.F.R. Sections 227-7202-1 and 227-7202-4 (for the Department of Defense). For U.S. Government End Users, Adobe agrees to comply with all applicable equal opportunity laws including, if appropriate, the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 USC 4212), and Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 CFR Parts 60-1 through 60-60, 60-250, and 60-741. The affirmative action clause and regulations contained in the preceding sentence shall be incorporated by reference in this Agreement.

9.2 Third-Party Beneficiary. Licensee acknowledges and agrees that Adobe’s licensors (and/or Adobe if Licensee obtained the Software from any party other than Adobe) are third party beneficiaries of this Agreement, with the right to enforce the obligations set forth herein with respect to the respective technology of such licensors and/or Adobe.

10. Term and Termination. This Agreement shall remain in effect until either: (a) any material breach of this Agreement by Licensee occurs; or (b) Licensee’s cancellation of the Software subscription on AWS. Upon the occurrence of (a) or (b), above, this Agreement shall automatically terminate. Upon termination of this Agreement for any reason, Licensee shall discontinue use of the Software and shall destroy the Software, Documentation and all copies thereto. Termination shall not, however, relieve either party of obligations incurred prior to the termination. The following Sections shall survive termination of this Agreement: 1 (Definitions), 4 (Confidentiality), 6 (No Warranty), 7 (Limitation of Liability), 8 (Governing Law), 9 (General Provisions), and 10 (Term and Termination). Adobe reserves the right, in its sole discretion, to change, cease to provide or discontinue support for the Software at any time. In the event that Adobe opts to cease provide or discontinue support for the Software, Adobe will provide Licensees with prior notice on Adobe.com.

If Licensee has any questions regarding this Agreement or if Licensee wishes to request any information from Adobe please use the address and contact information listed on <http://www.adobe.com/go/fmsaws/> or on <http://www.adobe.com/support/flashmediaserver/>

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