

ADOBE FLASH MEDIA SERVER End User License Agreement

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

1.3 “Authorized Users” means employees and individual contractors (i.e., temporary employees) of Licensee that (a) develop and/or build applications using the Software; and/or (b) use the Software to deliver Content to end users.

1.4 “Computer” means one or more central processing units (“CPU”) in a hardware device (including hardware devices accessed by multiple users through a network that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions. When a CPU contains more than one processing core, each group of two (2) processing cores, and any remaining unpaired processing core, will be deemed a CPU.

1.5 “Connections” means the number of connections over which the client can receive and deliver Content from a single Computer or Virtual Server where the Software is installed.

1.6 “Concurrent Connections” means the total number of simultaneous Connections from software clients to a specific Computer or Virtual Server.

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

1.8 “Development Server” means Flash Media Development Server, a particular configuration and license of the Software with a limited number of Concurrent Connections.

1.9 “Documentation” means the user manuals and/or technical publications as applicable, supplied with the Software, relating to the installation, use and administration of the Software.

1.10 “Edge Configuration” means a particular configuration and license of the Software for the Interactive Server and Enterprise Server solely for use with an Origin Configuration.

1.11 “Enterprise Server” means the Flash Media Enterprise Server, a version of the Software that (a) is either configured (i) as an Origin Configuration and/or (ii) Origin Configuration and one or more Edge Configurations; (b) permits end users to provide customizable streaming of Contents; (c) permits Multi-Way Communications; and (d) is configured for Peer Assisted Networking.

1.12 “Interactive Server” means the Flash Media Interactive Server, a version of the Software that (a) is either configured (i) as an Origin Configuration and/or (ii) Origin Configuration and one or more Edge Configurations; (b) permits end users to provide customizable streaming of Content; and (c) permits Multi-Way Communications.

1.13 “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.

1.14 “Not For Resale Software” means Software that is used by Licensee solely for demonstrating or training persons about the features and functionality of the Software and not for any production purposes.

1.15 “Origin Configuration” means a particular configuration of the Interactive Server and Enterprise Server that (a) stores the custom server side applications, Content, usage reports and/or logs generated by Licensee; (b) manages application logic; (c) delivers audio, video and/or data to either end users and/or to one or more Interactive Servers or Enterprise Servers in Edge Configurations; and (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.

1.16 “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.

1.17 “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 solely for use with the Interactive Server, Streaming Server and Enterprise Server.

1.18 “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 Interactive Server, Streaming Server and Enterprise Server.

1.19 “Streaming Server” means the Flash Media Streaming Server, a version of the Software that permits streaming of pre-recorded or live Content except for the streaming of Multi-Way Communications and Peer Assisted Networking.

1.20 “Software” means the object code version of the validly licensed software program(s), including but not limited to the Development Server, Interactive Server, Streaming Server, Enterprise Server, Sample Server Applications and Tools, as applicable, provided by Adobe to Licensee under this Agreement and any updates, new releases and upgrades that are made generally commercially available by Adobe in its sole discretion.

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.

1.22 “Trial Version” means a version of the Software that may be used one time on a total of 5 Computers and/or Virtual Servers, may have limited features and will automatically become a Development Server after a predetermined period of time.

1.23 “Virtual Server” means a technical environment that partitions a physical server computer into multiple servers so that each server has the appearance and capability of running on its own dedicated machine.

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