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6.4 Local Storage. Flash Player and Adobe AIR may allow third parties to store certain information on your Computer in a local data file known as a local shared object. The type and amount of information that the third-party application requests to be stored in a local shared object can vary by application, and such requests are controlled by the third party. To find more information on local shared objects and learn how to limit or control the storage of local shared objects on your Computer, please visit http://www.adobe.com/go/flashplayer_security.

6.5 Settings Manager. Flash Player and third-party programs using Adobe AIR may save certain user settings by storing them on your Computer as a local shared object. These settings do not contain personally identifiable information associated with you. They are associated with the instance of Flash Player or the third-party program using Adobe AIR on your Computer, allowing you to customize runtime features. The Flash Player Settings Manager permits you to modify such settings, including the ability to limit third parties from storing local shared objects or grant third-party content the right to access your computer's microphone and camera. You can find more information on how to configure settings in your version of Flash Player, including information on how to disable local shared objects using the Flash Player Settings Manager, at <http://www.adobe.com/go/settingsmanager>. You can remove equivalent settings for third-party programs using Adobe AIR by uninstalling the third-party program.

6.6 Peer Assisted Networking Technology. Adobe Flash Player and Adobe AIR Runtimes provide the ability for applications built by third parties to connect to an Adobe Server or Service and permit direct communication between two Adobe Runtime clients or to connect with an Adobe Runtime client as part of a peer or distributed network that allows a portion of your resources, such as network bandwidth, to be made directly available to other participants. Prior to joining such a peer or distributed network, you will be provided with the opportunity to accept such connectivity. You can manage Peer Assisted Networking settings using the Flash Player Settings Manager. You can find more information on Peer Assisted Networking at <http://www.adobe.com/go/RTMFP>.

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clear the content license information using the Flash Player Settings Manager. You can find more information on Content Protection at http://www.adobe.com/go/protected_content.

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9.1 This Agreement applies to your installation, access, and use of the Software and will continue until terminated earlier by you or Adobe. Your rights under this Agreement will terminate automatically if you fail to comply with any of its terms or make timely payments. Upon expiration or termination of the License Term, you must not use the Software, and some or all of the Software may cease to operate without notice.

9.2 **Survival.** The following sections will survive any expiration or termination of this Agreement: 3.4 (Intellectual Property Ownership), 5 (Privacy), 7 (Disclaimer of Warranties), 8 (Limitation of Liability), 9 (Termination), 11 (Export Rules), 12 (Governing Law and Dispute Resolution), and 13 (General Provisions). The survival of these provisions will not create or imply any continued right to access and use the Software after termination of the Agreement.

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10.1 Nothing in this Agreement will prejudice the statutory rights of any party, including those dealing as

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10.2.1 Except for German or Austrian consumers, Section 8 (Limitation of Liability) still applies. You are advised to take all reasonable measures to avoid and reduce damages, in particular by making a backup copy of the Software and backup copies of your data.

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10.3.3 **Acknowledgement.** You agree that (a) the Software, due to configuration or external issues, might show a signature as valid despite the fact that a digital certificate may have been revoked prior to the time of verification; (b) the security or integrity of a digital certificate may be compromised due to an act or omission by the signer of the document, the applicable Certificate Authority, or any other third party; and (c) a certificate may be a self-signed certificate not provided by a Certification Authority. **You are solely responsible for deciding whether or not to rely on a certificate. Unless a separate written warranty is provided to you by a Certificate Authority, your use of digital certificates is at your sole risk.**

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12. Governing Law and Dispute Resolution.

12.1 **Process.** If you have any concern or dispute, you agree to first try to resolve the dispute informally by contacting us. If a dispute is not resolved within 30 days of receipt by us, any resulting legal actions must be resolved through final and binding arbitration, including any question of whether arbitration is required, except that you may assert claims in small claims court if your claims qualify. Claims related to the Agreement or Software are permanently barred if not brought within one year of the event resulting in the claim.

12.2 **Rules.** If you reside in the Americas, JAMS will administer the arbitration in Santa Clara County, California pursuant to its Comprehensive Arbitration Rules and Procedures. If you reside in Australia, New Zealand, Japan, mainland China, Hong Kong, Macau, Taiwan, South Korea, India, Sri Lanka, Bangladesh, Nepal, or a member state of the Association of Southeast Asian Nations ("ASEAN"), then the Singapore International Arbitration Centre ("SIAC") will administer the arbitration in Singapore under its Rules of Arbitration, which rules are deemed to be incorporated by reference in this section. Otherwise, the London Court of International Arbitration ("LCIA") will administer the arbitration in London under the LCIA Arbitration Rules. There will be one arbitrator that you and Adobe mutually select. The arbitration will be conducted in the English language, but any witness whose native language is not English may give testimony in the witness' native language, with simultaneous translation into English (at the expense of the party presenting the witness). Judgment upon the award rendered may be entered and will be enforceable in any court of competent jurisdiction having jurisdiction over you and us.

12.3 **No Class Actions.** You may only resolve disputes with Adobe on an individual basis, and you may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action.

13. General Provisions.

13.1 **Entire Agreement.** This Agreement contains the entire understanding of you and Adobe relating to the subject matter and supersedes all earlier agreements, understandings, proposals, discussions, negotiations, representations and warranties, both written and oral, regarding the subject matter.

13.2 **No Waiver.** Adobe's failure to enforce or exercise any provision of this Agreement is not a waiver of that provision.

13.3 **Indemnity.** You will indemnify Adobe and its subsidiaries, affiliates, officers, agents, employees, partners, and licensors from any third-party claim, demand, loss, or damage, including reasonable attorneys' fees, arising out of or related to your use of the Software or your violation of the Agreement.

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13.5 Notice to U.S. Government End Users. If you are a U.S. Government entity, or if the Agreement becomes subject to the Federal Acquisition Regulations ("**FAR**"), then, the Software is a "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," and services related thereto, 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. Federal 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 are reserved under the laws of the United States- Adobe Inc., 345 Park Avenue, San Jose, CA 95110-2704, USA.

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