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- **15. 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. 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. Updates may be licensed to Distributor by Adobe with additional or different terms. This is the entire agreement between Adobe and Distributor relating to reproduction and distribution of the Software and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Software.

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17. Audit Right. Distributor agrees that upon request from Adobe or Adobe's authorized representative, Distributor will within thirty (30) days fully document and certify that Distributor is in conformity with the terms and conditions of this agreement. During the term of this agreement, Distributor will use commercially reasonable efforts to maintain a complete, clear, and accurate record of the number of copies of the Software it distributes during each calendar quarter in a manner sufficient to allow Adobe to verify compliance with the terms and conditions of this agreement. Adobe shall have the right to inspect and audit all Distributor relevant books and records relating to the reproduction and distribution of the Software. Information obtained in connection with the audit will only be used to enforce Adobe's rights and determine whether Distributor is in compliance with the terms and conditions of this agreement. Any such audit shall be conducted upon not less than seven (7) days' notice at Distributor's offices during regular business hours and in such a manner as not to unreasonably interfere with Distributor's normal business activities.

If Distributor has any questions regarding this agreement or if Distributor wishes to request any information from Adobe, please contact Adobe's customer service at <a href="http://www.adobe.com">http://www.adobe.com</a>.

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#### **EXHIBIT A**

Adobe Software to be distributed
Adobe Flash Player
Description of Licensee Product or Service
YUP - A user friendly desktop video player application.
Authorized Operating System(s) and platform(s)
Windows
How many end-users will you be distributing to?
100
How do you intend to distribute the Adobe Software?
Internet, as part of a licensee product
Effective Date
2008-9-18