ADOBE SOFTWARE DEVELOPMENT KIT LICENSE FOR COMMON EXTENSIBILITY PLATFORM

NOTICE TO USER: THIS IS AN AGREEMENT ("AGREEMENT") BETWEEN YOU (HEREINAFTER REFERRED TO AS "DEVELOPER" AND DEFINED BELOW) AND ADOBE. BY CLICKING TO ACKNOWLEDGE ACCEPTANCE TO BE BOUND DURING REVIEW OF AN ELECTRONIC VERSION OF THIS AGREEMENT OR BY DOWNLOADING, COPYING, INSTALLING OR USING ANY PORTION OF THIS SDK, DEVELOPER ACCEPTS ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT ACCOMPANIES THE SOFTWARE DEVELOPMENT KIT (AS DEFINED BELOW), AND ANY UPGRADES, MODIFIED VERSIONS, UPDATES, ADDITIONS, AND COPIES OF THE SDK LICENSED TO DEVELOPER BY ADOBE.

1. Definitions.

1.1 "Adobe" means Adobe Systems Incorporated, a Delaware corporation, 345 Park Avenue, San Jose, California 95110, if this agreement is entered into while Developer is in the United States, Canada, or Mexico; otherwise, it means Adobe Systems Software Ireland Limited, 4–6 Riverwalk, Citywest Business Campus, Dublin 24, Ireland.

1.2 "API Development Software" means the application programming interface (API) SDK specification, header files, JAR files, the SDK Plug-In APIs as defined in the header files and demonstrated in plug-in example code and related information in object code format and/or as libraries, both native and Java, not otherwise made available by Adobe as a commercial product, that Adobe has included for Developer as part of the SDK to distribute unmodified with Developer's application programs.

1.3 "Content Files" means sample and stock photographs, images, sounds, clip art and other artistic works included as part of the SDK.

1.4 "Developer" means you and any person or entity who has obtained or used the SDK and on whose behalf it is used; for example, and as applicable, your employer.

1.5 "Documentation" means the explanatory materials accompanying this SDK, including, for example, technical specifications, file format documentation and API information.

1.6 "Effective Date" means the date that Developer downloads or otherwise accesses any portion of the SDK.

1.7 "Sample Code" means object code and/or source code, excluding Content Files, that Adobe has included for Developer to incorporate into Developer's application programs, subject to the limitations set forth in Section 2.

1.8 "SDK" or "Software Development Kit" means the Sample Code, Tools, Documentation API Development Software and other related items delivered as part of the SDK. This Agreement does not govern use of Adobe Products (See Adobe Products end user license agreements for governing terms). "Adobe Products" refer to Adobe's application programs, technologies and Adobe-developed plug-ins, which are not included with the SDK, and are or may be made available for licensing to the general public, including any modified versions or upgrades thereof.

1.9 "Tools" refer to programs and utilities that may be included for Developer to test or compile Developer's application programs.

2. License Grant and Restrictions.

2.1 License Grant. Subject to the following provisions, Adobe grants to Developer a nonexclusive, nontransferable, royalty-free license to use the items in the SDK only for the purpose of internal development of application programs designed to function with Adobe Products.

(a) Sample Code. Under this Agreement, Developer may use, modify or merge all or portions of the Sample Code with Developer's application programs and distribute it only as part of Developer's products in object code form

only. Any modified or merged portion of the Sample Code is subject to this Agreement. Developer is required to include Adobe's copyright notices on Developer's application programs except for those programs in which Developer includes a copyright notice reflecting the copyright ownership of Developer in such programs. Developer may not use Adobe's name, logo or trademarks to market Developer's products.

(b) Copies. Developer may make a limited number of copies of the SDK to be used by Developer's employees or consultants as provided herein, and not for general business purposes, and such employees or consultants shall be subject to this Agreement.

(c) API Development Software. Developer may use the API Development Software, if any, only as provided in the Adobe specification applicable thereto, and distribute it solely with Developer's products on the same media. Developer may not modify API Development Software.

(d) Content Files. Unless stated otherwise in "ReadMe" files associated with the Content Files, which may include specific rights and restrictions with respect to such materials, Developer may not use, modify, reproduce or distribute any of the Content Files. For the avoidance of doubt, the Content Files are included as examples only. Developer acquires no rights to the Content Files.

2.2 License Restrictions.

(a) No Modifications, Reverse Engineering. Except as specifically provided herein, Developer shall not (a) modify, port, adapt or translate any portion of this SDK; (b) add or delete any program files that would modify the functionality and/or appearance of other Adobe software and/or any component thereof; or (c) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of any portion of this SDK. Notwithstanding the foregoing, decompiling the SDK is permitted to the extent the laws of Developer's jurisdiction give Developer the right to do so to obtain information necessary to render the licensed portions of the SDK interoperable with other software; provided, however, that Developer must first request such information from Adobe and Adobe may, in its discretion, either provide such information to Developer 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 SDK are protected.

(b) No Unbundling. The SDK may include various applications, utilities and components, may support multiple platforms and languages or may be provided to Developer on multiple media or in multiple copies. Nonetheless, the SDK is designed and provided to Developer as a single product to be used as a single product on computers and platforms as permitted herein. Developer is not required to use all component parts of the SDK, but Developer shall not unbundle or repackage the component parts of the SDK for distribution, transfer, resale or use on different computers.

(c) No Transfer. Developer shall not sublicense, assign or transfer the SDK or Developer's rights in the SDK, or authorize any portion of the SDK to be copied onto or accessed from another individual's or entity's computer except as may be explicitly provided in this Agreement. Notwithstanding anything to the contrary in this Section 2.2 (c), Developer may transfer copies of the SDK installed on one of Developer's computers to another one of Developer's computers provided that the resulting installation and use of the SDK is in accordance with the terms of this Agreement and does not cause Developer to exceed Developer's right to use the SDK under this Agreement.

(d) No Renting, Leasing, Service Bureau. Except as expressly authorized under this Agreement, Developer is prohibited from: (i) renting, leasing, lending or granting other rights in the SDK including rights on a membership or subscription basis; and (ii) providing use of the SDK in a computer service business, third party outsourcing facility or service, service bureau arrangement, network, or time sharing basis. Failure to comply with this Section 2.2 (d) will be deemed a breach of this Agreement that immediately terminates all rights granted to Developer herein.

(e) Other Prohibitions. Developer will not use the SDK to create, develop or use any program, software or service that (i) contains any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any

system, data or personal information, (ii) when used in the manner in which it is intended or marketed, violates any law, statute, ordinance, regulation or rights (including any laws, regulations or rights respecting intellectual property, computer spyware, privacy, export control, unfair competition, antidiscrimination or false advertising), or (iii) interferes with the operability of Adobe or third-party programs or software.

3. Proprietary Rights.

The items contained in the SDK are the intellectual property of Adobe and its suppliers and are protected by United States copyright and patent law, international treaty provisions and applicable laws of the country in which it is being used. Developer agrees to protect all copyright and other ownership interests of Adobe and/or its suppliers in all items in the SDK supplied under this Agreement. Developer agrees that all copies of the items in the SDK, reproduced for any reason by Developer, contain the same copyright notices, and other proprietary notices, as appropriate, which appear on or in the master items delivered by Adobe in the SDK. Adobe and/or its suppliers retain title and ownership of the items in the SDK, the media on which it is recorded and all subsequent copies, regardless of the form or media in or on which the original and other copies may exist. Except as stated above, this Agreement does not grant Developer any rights to patents, copyrights, trade secrets, trademarks or any other rights in respect to the items in the SDK.

4. Non-Blocking of Adobe Development.

Developer acknowledges that Adobe is currently developing or may develop technologies and products in the future that have or may have design and/or functionality similar to products that Developer may develop based on Developer's license herein. Nothing in this Agreement shall impair, limit or curtail Adobe's right to continue with its development, maintenance and/or distribution of Adobe's technology or products. Developer agrees that Developer shall not assert in any way any patent owned by Developer arising out of or in connection with this SDK or modifications made thereto against Adobe, its subsidiaries or affiliates, or their customers, direct or indirect, agents and contractors (collectively, the "Adobe Product Users") for the manufacture, use, import, licensing, offer for sale or sale of any Adobe products.

5. Confidential Information.

With respect to the API Development Software, Developer agree that Developer will treat the API Development Software with the same degree of care as Developer accord to Developer's own confidential information which Developer exercise reasonable care to protect. Developer's obligations under this section with respect to the API Development Software shall terminate when Developer can document that (a) it was in the public domain at or subsequent to the time it was communicated to Developer by Adobe through no fault of Developer, (b) it was developed by Developer's employees or agents independently of and without reference to any information communicated to Developer by Adobe; or (c) the communication was in response to a valid order by a court or other governmental body, was otherwise required by law, or was necessary to establish the rights of either party under this Agreement.

6. Open Source Software.

Developer is not licensed to (and Developer agrees not to) integrate or use the SDK, other than third-party software described in Section 14.6, with any Open Source Software in a manner that requires disclosure, distribution or licensing of all or any part of the SDK in source code form, for the purpose of making derivative works, or at no charge. For the purposes of this Section 6, "Open Source Software" shall mean software licensed under the GNU General Public License, GNU Affero General Public License (AGPL), the GNU Lesser General Public License or any other license terms that could require, or condition Developer's use, modification or distribution of such software on, the disclosure, distribution or licensing of any other software in source code

form, for the purpose of making derivative works, or at no charge. Any violation of the foregoing provision shall immediately terminate all of Developer's licenses and other rights to the SDK granted under this Agreement.

7. Term and Termination.

This Agreement will commence upon the Effective Date and continue in perpetuity unless terminated as set forth herein. Adobe may terminate this Agreement immediately if Developer breaches any of its terms. Sections 1, 2.2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, and 14 will survive any termination of this Agreement. Upon termination of this Agreement, Developer will cease all use and distribution of the SDK and return to Adobe or destroy (with written confirmation of destruction) the SDK promptly at Adobe's request, together with any copies thereof.

8. Disclaimer of Warranty.

Adobe licenses the SDK to Developer only on an "AS-IS" basis. Adobe makes no representation with respect to the adequacy of any items in the SDK whether or not used by Developer in the development of any products for any particular purpose or with respect to their adequacy to produce any particular result. Adobe and its suppliers shall not be liable for loss or damage arising out of this Agreement or from the distribution or use of Developers products containing portions of the SDK. ADOBE AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF ANY THIRD PARTY RIGHT IN RESPECT OF THE ITEMS IN THE SDK OR ANY SERVICES RELATED TO THE SDK.

Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, or the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to Developer. Developer may have rights which vary from state to state or jurisdiction to jurisdiction. The foregoing does not affect or prejudice Developer's statutory rights. Adobe is under no obligation to provide any support under this Agreement, including upgrades or future versions of this SDK or any portions thereof, to Developer, end user or to any other party. Adobe is acting on behalf of its suppliers for the purpose of disclaiming, excluding and/or restricting obligations, warranties and liability as provided in this Section 8, but in no other respects and for no other purpose.

9. Limitation of Liability.

Notwithstanding any other provisions of this Agreement, Adobe's liability to Developer under this Agreement shall be limited to the amount paid by Developer for the SDK.

IN NO EVENT WILL ADOBE OR ITS SUPPLIERS BE LIABLE TO DEVELOPER FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES INCLUDING DAMAGES FOR ANY LOST PROFITS, LOST SAVINGS, LOSS OF DATA, COSTS, FEES OR EXPENSES OF ANY KIND OR NATURE ARISING OUT OF ANY PROVISION OF THIS AGREEMENT OR THE USE OR INABILITY TO USE THE ITEMS IN THE SDK, EVEN IF AN ADOBE REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY PARTY. Some jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, so the above limitation or exclusion may not apply to Developer. Nothing contained in this Agreement shall prejudice the statutory rights of any party dealing as a consumer.

10. Indemnification.

Developer agrees to indemnify, hold harmless and defend Adobe and its suppliers from and against any liabilities, losses, actions damages, claims or lawsuits (including product liability, warranty and intellectual property claims and all reasonable expenses, costs and attorney's fees), that arise or result from the use or distribution of Developer's products that contains or is based upon any portion of the SDK, provided that Adobe gives Developer

prompt written notice of any such claim and cooperates with Developer, at Developer's expense, in defending or settling such claim.

11. Governing Law.

If Developer is a consumer who uses the SDK for only personal non-business purposes, then this Agreement will be governed by the laws of the jurisdiction in which Developer obtained or purchased the license to use the SDK. If Developer is not such a consumer, this Agreement is governed by and construed in accordance with the substantive laws in force in: (a) the State of California, if a license to the SDK is obtained when Developer is in the United States, Canada, or Mexico; (b) Japan, if a license to the SDK is obtained when Developer is in Japan; (c) Singapore, if a license to the SDK is obtained when Developer is in a member state of the Association of Southeast Asian Nations, Mainland China, Hong Kong S.A.R., Macau S.A.R., Taiwan, or the Republic of Korea; or (d) England and Wales, if a license to the SDK is obtained when Developer is in any 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 and Wales applies, shall each have non-exclusive jurisdiction over all disputes relating to this Agreement. When Singapore law applies, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") for the time being in force, which rules are deemed to be incorporated by reference into this section. There shall be one arbitrator, selected jointly by the parties. If the arbitrator is not selected within thirty (30) days of the written demand by a party to submit to arbitration, the Chairman of the SIAC shall make the selection. The language of the arbitration shall be English. Notwithstanding any provision in this Agreement, Adobe or Developer may request any judicial, administrative, or other authority to order any provisional or conservatory measure, including injunctive relief, specific performance, or other equitable relief, prior to the institution of legal or arbitration proceedings, or during the proceedings, for the preservation of its rights and interests or to enforce specific terms that are suitable for provisional remedies. This Agreement will not be governed by the following, the application of which is hereby expressly excluded: (x) the conflict of law rules of any jurisdiction, (y) the United Nations Convention on Contracts for the International Sale of Goods, and (z) the Uniform Computer Information Transactions Act, as enacted in any jurisdiction.

12. Export Rules.

Developer acknowledges that the SDK is subject to the U.S. Export Administration Regulations (the "EAR") and that Developer will comply with the EAR. Developer will not export or re-export the SDK, directly or indirectly, to: (a) any countries that are subject to U.S. export restrictions (including, but not limited to, Cuba, Iran, North Korea, Sudan, and Syria), (b) any end user whom Developer knows or has reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, and sounding rockets, or unmanned air vehicle systems, or (c) any end user who has been prohibited from participating in the U.S. export transactions by any federal agency of the U.S. government. In addition, Developer is responsible for complying with any local laws in Developer's jurisdiction which may impact its right to import, export or use the SDK. If Adobe has knowledge that a violation has occurred, Adobe may be prohibited from providing maintenance and support for the SDK.

13. Notice to U.S. Government End Users.

13.1 U.S. Government Licensing of Adobe Technology. Developer agrees that when licensing the SDK for acquisition by the U.S. Government, or any contractor therefore, Developer 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 will be incorporated by reference into this Agreement.

13.2 Commercial Items. For U.S. Government End Users, the SDK and any 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.

14. General Provisions.

14.1 Severability. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement, which will remain valid and enforceable according to its terms.

14.2 Modification; Waiver. This Agreement may only be modified in writing, signed by an authorized officer of Adobe. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Adobe, its agents or employees, but only by an instrument in writing signed by an officer of Adobe.

14.3 English Version. The English version of this Agreement will be the version used when interpreting or construing this Agreement. All translations of this Agreement are for convenience only and shall not be used by the parties or any court when interpreting or construing this Agreement.

14.4 Entire Agreement; Order of Precedence. This is the entire agreement between Adobe and Developer relating to the Software and it supersedes any prior representations, discussions, undertakings, communications, or advertising relating to the SDK. When conflicting language exists between this Agreement and any other agreement included in the SDK (except as described in Section 14.6), this Agreement shall supersede.

14.5 Attorney's Fees. If either Adobe or Developer employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees.

14.6 Third-Party Terms. The SDK may contain third-party software (such as free or open source software) and may be subject to additional terms and conditions typically found in a separate license agreement or a "ReadMe" file located near such materials or in the "Third Party Software Notices and/or Additional Terms and Conditions" found at http://www.adobe.com/go/thirdparty (collectively, "Third-Party License Terms"). Such Third-Party License Terms may require Developer to pass through notices to Developer's end users. The Third-Party License Terms shall control in the event of a conflict between the terms in this Agreement and such Third-Party License Terms.

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