ADOBE® FDF SOFTWARE DEVELOPER'S KIT
SOFTWARE LICENSE AGREEMENT ("AGREEMENT")

NOTICE TO USER: PLEASE READ THIS CONTRACT CAREFULLY. BY USING ALL OR ANY PORTION OF THE SOFTWARE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING, IN PARTICULAR THE LIMITATIONS ON: USE CONTAINED IN SECTIONS 2, 3 AND 4; WARRANTY IN SECTION 6; LIABILITY IN SECTION 7, AND SPECIFIC LIMITATIONS IN SECTION 13. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE, DO NOT USE THIS SOFTWARE. IF YOU ACQUIRED THE SOFTWARE ON TANGIBLE MEDIA (e.g., CD-ROM) WITHOUT AN OPPORTUNITY TO REVIEW THIS LICENSE, AND YOU DO NOT ACCEPT THIS AGREEMENT, YOU MAY NOT USE THE SOFTWARE.

Adobe and its suppliers own all intellectual property in the Software. Adobe permits You to Use the Software only in accordance with the terms of this Agreement. Use of some third party materials included in the Software may be subject to other terms and conditions typically found in a separate license agreement or "Read Me" file located near such materials.

## 1.	DEFINITIONS

1.1 "Adobe" means Adobe Systems Incorporated, a Delaware corporation, 345 Park Avenue, San Jose, California 95110.

1.2 "Adobe Products" means Adobe Acrobat, Adobe Reader, Adobe Acrobat Reader, Adobe Acrobat Approval, and related viewer products.

1.3 "Developer," "You," and "Your" refer to any person or entity Using the Software, or any component thereof.

1.4 "Developer Program(s)" means Your software program that rely upon, integrate or otherwise use the Redistributable Code.

1.5 "Documentation" means explanatory materials supplied with the Software or made available online on Adobe public Web pages related to the Software.

1.6 "End User License Agreement" means an end user license agreement that provides a: (a) limited, nonexclusive right to use the subject Developer Program with no further right to reproduce (except for archival and/or backup copies permitted by law) and/or distribute the subject Developer Program; (b) prohibition against distributing, selling, sublicensing, renting, loaning or leasing the subject Developer Program; (c) prohibition against reverse engineering, decompiling, disassembling or otherwise attempting to discover the source code of the subject Developer Program that is substantially similar to that set forth in Section 3 below; (d) statement that, if Your customer requires any Adobe Product in order to use the Developer Program, (i) Your customer must obtain such Adobe Product via a valid license, and (ii) Your customer's use of such Adobe Product must be in accordance with the terms and conditions of the end user license agreement that ships with such Adobe Product; (e) statement that You and Your suppliers retain all right, title and interest in the subject Developer Program that is substantially similar to that set forth as Section 4 below, (f) statement that Your suppliers disclaim all warranties, conditions, representations or terms with respect to the subject Developer Program substantially similar to the disclaimer set forth as Section 6 below, (g) limit of liability substantially similar to that set forth as Section 7 below for the benefit of Your suppliers, and (h) prohibition against having FDF data submitted to the same computer as the computer receiving such data and which contains the Redistributable Code.

1.7 "Header File Information" means any header files (including but not limited to *.h files) supplied in connection with the Software, including without limitation any related information detailing contents of header files.

1.8 "Redistributable Code" means those object code files designated in <u>Exhibit A</u> as "Redistributable Code."

1.9 "Sample Code" means sample software or scripts designated as in the Documentation as "Samples".

1.10 "Software" means all of the contents of the files with which this Agreement is provided, including but not limited to (i) Sample Code; (ii) Header File Information; (iii) Redistributable Code, (iv) Documentation, (v) Software Tools; and (vi) any upgrades, modified versions, updates, and/or additions thereto, if any, made available to You by Adobe.

1.11 "Software Tools" means developer tools (including but not limited to libraries) supplied with the Software, the selection of which may change from time to time at Adobe's sole discretion.

1.12 "Use", "Used" or "Using" means to access, install, download, copy or otherwise benefit from using the Software.

## 2.	LICENSE

Subject to the terms and conditions of this Agreement, Adobe grants You a non-exclusive, nontransferable, royalty-free license to (a) Use the Software for the sole purpose of internally developing Developer Programs, (b) reproduce and modify Sample Code as a component of Developer Programs that add significant and primary functionality to the Sample Code, (c) reproduce Redistributable Code solely as a component of Developer Programs that add significant and primary functionality to the Redistributable Code, and (d) distribute Sample Code and/or Redistributable Code in object code form only as a component of Developer Programs that add significant and primary functionality to the Sample Code and/or Redistributable Code, provided that (i) You distribute such object code under the terms and conditions of an End User License Agreement, (ii) You include a copyright notice reflecting the copyright ownership of Developer in such Developer Programs, (iii) You shall be solely responsible to Your customers for any update or support obligation or other liability which may arise from such distribution, (iv) You shall not make any statements that Your Developer Product is "certified," or that its performance is guaranteed, by Adobe, and (v) You do not use Adobe's name or trademarks to market Your Developer Product without written permission of Adobe. Any modified or merged portion of the Sample Code, and/or merged portion of the Redistributable Code, IS subject to this Agreement. Use of Adobe Products and/or any additional Adobe application program is subject to the applicable end user license agreement for such application software, even if such Adobe Product or additional Adobe application program is supplied to You in connection with this Agreement. You may make a limited number of copies of the Documentation to be used by Your employees or consultants for internal development purposes, and not for general business purposes or for distribution by any means, and such employees or consultants shall be subject to this Agreement. You may distribute Adobe Products with Your Developer Programs only under separate license from Adobe. Adobe is under no obligation to provide any support under this Agreement, including upgrades or future versions of the Software, Adobe Products and/or any component thereof, to Developer, end users, or to any other party. Further developer support, software licensing, trademark licensing and trademark usage information is available through http://www.adobe.com and/or http://partners.adobe.com.

3.   RESTRICTIONS
3.1 <u>General Restrictions</u>. Except for the limited distribution rights as provided in Section 2 above with respect to Sample Code and Redistributable Code, You may not distribute, sell, sublicense, rent, loan, or lease the Software and/or any component thereof to any third party. You also agree not to add or delete any program files that would modify the functionality and/or appearance of Adobe Products and/or any component thereof. You agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software and/or any component thereof except to the extent (i) You may be expressly permitted to decompile under applicable law, (ii) it is essential to do so in order to achieve operability of the Software or Adobe Products with another software program, and (iii) You have first asked Adobe to provide the information necessary to achieve such operability and Adobe has not made such information available. Adobe has the right to impose reasonable conditions and to request a reasonable fee before providing such information. Any such information supplied by Adobe and any information obtained by You by such permitted decompilation may only be used by You for the purpose described herein and may not be disclosed to any third party or used to create any software which is substantially similar to the expression of the Software and/or Adobe Products. Requests for such information should be directed to the Adobe Customer Support Department.
3.2 <u>Development Restrictions</u>. You agree that You will not Use the Software to create, develop or use any program, software or service which (a) can both (i) communicate with Adobe Reader or Adobe Acrobat Reader, and (ii) modify or save a file (including saving any data contained within a file) ; (b) exposes and/or discloses Header File Information; (c) opens encrypted documents without the authorized knowledge of the document passwords or violates the access rights specified for a document; (d) enables any Adobe Product to run on a server; (e) 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; (f) when used in the manner in which it is intended, violates any material law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, antidiscrimination or false advertising); (g) interferes with the operability of other Adobe or third-party programs or software which run with any Adobe Product; or (h) accesses or modifies fonts embedded in a PDF file which are not resident on a user's machine.

3.3 Server Use Restriction. You agree that you will not Use the Software or allow any third party to Use the Software on a file server in such a manner where FDF data can be submitted by the same file server as the file server receiving such data and which contains the Redistributable Code.
.

4.   INTELLECTUAL PROPERTY, OWNERSHIP, COPYRIGHT PROTECTION
The Software and any authorized copies that You make 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 is protected by law, including without limitation the copyright

laws of the United States and other countries, and by international treaty provisions. You agree to protect Adobe's copyright and other ownership interests in all items in the Software. You agree that all copies of items in the Software reproduced for any reason by You will contain the same copyright, trademark, and other proprietary notices as appropriate and appear on or in the master items delivered by Adobe in the Software. Adobe and/or its suppliers retain all right, title and ownership throughout the world in the intellectual property embodied within the Software. Except as stated herein, this Agreement does not grant You any rights to patents, copyrights, trade secrets, trademarks, or any other rights in respect to the items in the Software, and all rights not expressly granted are reserved by Adobe and its suppliers.

5. TERM

This Agreement is effective until terminated. Adobe has the right to terminate this Agreement immediately if You fail to comply with any term of this Agreement. Upon any such termination, You must (a) return all full and partial copies of the items in the Software immediately to Adobe and (b) discontinue distribution of any Sample Code and/or Redistributable Code. Sections 1, 3, 4, 5, 6, 7, 8, 10, 11 and 13 shall survive any termination and/or expiration of this Agreement.

6. DISCLAIMER OF WARRANTY

Adobe licenses the Software to You on an "AS IS" basis and without warranty of any kind. ADOBE AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE. EXCEPT FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO YOU IN YOUR JURISDICTION, ADOBE AND ITS SUPPLIERS MAKE NO WARRANTIES, CONDITIONS, REPRESENTATIONS OR TERMS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE AS TO THE SOFTWARE OR ANY COMPONENT THEREOF, INCLUDING BUT NOT LIMITED TO NON-INFRINGEMENT OF THIRD PARTY RIGHTS, INTEGRATION, MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Some states or provinces do not allow the exclusion of implied warranties so the above limitations may not apply to You. You may have rights that vary from jurisdiction to jurisdiction. For further warranty information, You may contact the Adobe Solutions Network at the Adobe Systems Incorporated address provided above.

7. LIMITATION OF LIABILITY

IN NO EVENT WILL ADOBE OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY DAMAGES, CLAIMS OR COSTS WHATSOEVER ARISING FROM THIS AGREEMENT AND/OR YOUR USE OF THE SOFTWARE OR ANY COMPONENT THEREOF, INCLUDING WITHOUT LIMITATION ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF AN ADOBE REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS OR FOR ANY CLAIM BY ANY THIRD PARTY. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. ADOBE'S AGGREGATE LIABILITY AND THAT OF ITS SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO FIFTY U.S. DOLLARS ($50.00). Nothing contained in this Agreement limits Adobe's liability to You in the event of death or personal injury resulting from Adobe's negligence or for the tort of deceit (fraud). Adobe is acting on behalf of its suppliers for the purpose of disclaiming, excluding and/or limiting obligations, warranties and liability as provided in this Agreement, but in no other respects and for no other purpose.

8. INDEMNIFICATION

You agree 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 Developer Programs, provided that Adobe gives You prompt written notice of any such claim, tenders to You the defense or settlement of such a claim at Your expense, and cooperates with You, at Your expense, in defending or settling such claim.

9. GOVERNMENT REGULATIONS

You agree that any Developer Program that includes Sample Code and/or Redistributable Code (i) will include in its license agreement a reference to applicable U.S. Government regulations which control licensing of software and (ii) 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 any part of the Software is identified as export controlled items under the Export Laws, You represent and warrant that You are not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Iraq, Syria, Sudan, Libya, Cuba, North Korea and Serbia) and that You are not otherwise prohibited

under the Export Laws from receiving the Software. All rights to Use the Software are granted on condition that such rights are forfeited if You fail to comply with the terms of this Agreement.

10.   GOVERNING LAW

This Agreement will be governed by and construed in accordance with the substantive laws in force: (a) in the State of California, if a license to the Software is obtained when You are in the United States, Canada, or Mexico; or (b) in Japan, if a license to the Software is obtained when You are 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) Ireland, if a license to the Software is obtained when You are 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 courts of Ireland, when the law of Ireland 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.

11.   GENERAL

You may not assign Your rights or obligations granted under this Agreement without the prior written consent 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 authorized signatory of Adobe. It is expressly agreed that a breach of Section 3 of this Agreement will cause irreparable harm to Adobe and that a remedy at law will be inadequate. Therefore, in addition to any and all remedies available at law, Adobe will be entitled to seek an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation thereof. When conflicting language exists between this Agreement and any other agreement included in this Software (except for the Integration Key License Agreement or any agreement supplied with an applicable Adobe Product), this Agreement shall supersede. 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. You acknowledge that You have read this Agreement, understand it, and that it is the complete and exclusive statement of Your agreement with Adobe which supersedes any prior agreement, oral or written, between Adobe and You with respect to the licensing to You of the Software. No variation of the terms of this Agreement will be enforceable against Adobe unless Adobe gives its express consent in a writing signed by an authorized signatory of Adobe. 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.

12.   NOTICE TO U.S. GOVERNMENT END USERS

12.1 The Software and Documentation are "Commercial Item(s)," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§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.

12.2 U.S. Government Licensing of Adobe Technology. You agree that when licensing the Software for acquisition by the U.S. Government, or any contractor therefore, You will license consistent with the policies set forth in 48 C.F.R. §12.212 (for civilian agencies) and 48 C.F.R. §§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.

13.   SPECIFIC EXCEPTIONS

13.1 Limited Warranty for Users Residing in Germany or Austria. If You obtained the Software in Germany or Austria, and You usually reside in such country, then Section 6 does not apply, instead, Adobe warrants that the Software provides the functionalities set forth in the Documentation (the "agreed upon functionalities") for the limited warranty period following receipt of the Software when Used on the recommended hardware configuration. As used in this Section, "limited warranty period" means one (1) year if You are a business user and two (2) years if

You are not a business user. Non-substantial variation from the agreed upon functionalities shall not be considered and does not establish any warranty rights. THIS LIMITED WARRANTY DOES NOT APPLY TO SOFTWARE PROVIDED TO YOU FREE OF CHARGE, FOR EXAMPLE, UPDATES, PRE-RELEASE, TRYOUT, PRODUCT SAMPLER, NOT FOR RESALE (NFR) COPIES OF SOFTWARE, OR SOFTWARE THAT HAS BEEN ALTERED BY YOU, TO THE EXTENT SUCH ALTERATIONS CAUSED A DEFECT. To make a warranty claim, during the limited warranty period You must return, at our expense, the Software and proof of purchase to the location where You obtained it. If the functionalities of the Software vary substantially from the agreed upon functionalities, Adobe is entitled -- by way of re-performance and at its own discretion -- to repair or replace the Software. If this fails, You are entitled to a reduction of the purchase price (reduction) or to cancel the purchase agreement (rescission). For further warranty information, please contact Adobe's Customer Support Department.

13.2 <u>Limitation of Liability for Users Residing in Germany and Austria</u>.

13.2.1 If You obtained the Software in Germany or Austria, and You usually reside in such country, then Section 7 does not apply. Instead, subject to the provisions in Section 13.2.2, Adobe's statutory liability for damages shall be limited as follows: (i) Adobe shall be liable only up to the amount of damages as typically foreseeable at the time of entering into the purchase agreement in respect of damages caused by a slightly negligent breach of a material contractual obligation and (ii) Adobe shall not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation.

13.2.2 The aforesaid limitation of liability shall not apply to any mandatory statutory liability, in particular, to liability under the German Product Liability Act, liability for assuming a specific guarantee or liability for culpably caused personal injuries.

13.2.3 You are required to take all reasonable measures to avoid and reduce damages, in particular to make back-up copies of the Software and Your computer data subject to the provisions of this Agreement.

If You have any questions regarding this Agreement or if You wish to request any information from Adobe please use the address and contact information included with this product to contact the Adobe office serving Your jurisdiction.

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

<u>Acrobat FDF English 10.08.03</u>

EXHIBIT A

Java:
        jFdfTk.JAR

Windows:
        FdfTk.DLL
        FdfTk.LIB
        FDFACX.DLL
        FDFACX.IDL
        FDF.DLL
        FDF.LIB
        FDF.PM

Unix:
        AIX:
        LIBFDFTK.SO
        FDF.PM
        FDF.SO

        LINUX:
        LIBFDFTK.SO
        FDF.PM
        FDF.SO

        Solaris:
        LIBFDFTK.SO
        FDF.PM
        FDF.SO