

パソコンソフト使い放題 powered by OPTiM 利用規約

本規約は、株式会社オプティム(以下「当社」という)の「パソコンソフト使い放題 powered by OPTiM」(以下「本サービス」という)を利用して頂くお客様(以下「お客様」という)に適用されます。利用規約に必ずご同意頂き、ご利用下さい。なお、本製品を利用して当社または第三者より提供される各種サービス(以下「提供サービス」という)については、サービス提供会社が別途提示する規約に従うものとします。お客様は、本利用規約の他、当社が定める各種の規約(以下「個別規程」という)に同意頂き、本製品をご利用するものとします。本利用規約と個別規程の定めが異なる場合には、個別規程の定めが優先するものとします。

第1章 総則

第1条 適用

1. 本サービス規約は、お客様による本サービスの利用の全てに適用されます。お客様が本サービスを利用するには、本サービス規約を遵守して頂くものとします。 2. 本サービス規約及び個別規約の内容は必要に応じて改訂されることがあります。この場合、本サービスの提供条件は、変更後の規約によります。

第2章 本サービス

第2条 本サービスの内容、対象

1. お客様は、本サービスに会員登録することにより、以下の各号に定める事項を行うことができます。 1) WindowsOS 搭載デバイス(以下「当社対応端末」という)用のアプリケーション、デジタルコンテンツ等のコンテンツ(以下、併せて「本コンテンツ」という)を閲覧、検索、ダウンロードすること 2) その他本コンテンツを当社が定める方法で利用すること 2. 当社は、お客様に対する事前の通知なく、当社の判断により、本サービスの内容の変更又は提供条件の変更(提供されるコンテンツの変更を含む)を行うことができるものとします。 3. 本サービスは、日本に在住する個人又は日本に所在する法人を利用対象者として想定しています。お客様が日本国内から他国に対して、技術的な又はその他の情報等を送信する場合、お客様は技術輸出に関する又はその他の諸法令を遵守しなければなりません。また、海外に在住する個人又は海外に所在する法人は本サービスを利用することができません。

第3条 会員

1. 本サービスの会員登録は、お客様が当社所定の方法で申込み、当社が、お客様による申込みに対し承諾を行った時点で完了するものとし、本サービスの会員登録が完了したお客様（以下「会員」という）と当社の間には、本サービスの利用に関する契約（以下「本サービス利用契約」という）が成立するものとし、本サービスは、お客様が利用を申し込んだ当社対応端末において、会員本人のみが利用できます。お客様は、本サービスを利用する権限を第三者に譲渡したり、第三者と共同で本サービスを利用することはできません。

第4条 ご利用料金に関する条件

1. お客様は、弊社のお客様に対する本契約等に基づく債権の全部を、弊社が販売代理店に対して譲渡することに異議なく承認するものとし、また、当該譲渡は、弊社が当該お客様に対して当該債権を取得した時点で、その都度行われるものとし、尚、お客様は、当該譲渡に基づき、販売代理店から請求が行われることに合意するものとし、2. お客様が利用料金の支払いを遅延した場合、お客様は年利 14.6%の割合による遅延損害金を支払うものとし、また、当社はお客様の料金支払いが一度でも遅延した場合、お客様の本サービスの利用を停止することができます。

第5条 クライアントソフトウェア

1. 本サービスの利用にあたり、専用のクライアントソフトウェア（以下「クライアントソフトウェア」という）を当社対応端末にインストールして頂く必要があります。2. 会員は、クライアントソフトウェアを随時最新のバージョンにアップデートする必要があります。会員は、クライアントソフトウェアが、随時当社のサーバー、ネットワークと通信を行い、会員に対する事前の通知なく、アップデートを受信することに同意します。なお、アップデートの自動リクエスト及び受信に要する通信料等は会員が負担するものとし、

第6条 本コンテンツの利用

1. 本コンテンツは、各コンテンツプロバイダー等（以下「コンテンツプロバイダー等」という）によって提供されます。本コンテンツの利用に際しては、本サービス規約の他に、当該本コンテンツのコンテンツプロバイダー等が定める利用条件を遵守することに会員は同意するものとし、2. 当社は、お客様が、本サービスを利用してダウンロードしたコンテンツについてアップデートが存在する場合、お客様に通知を行うことがあります。かかる通知に要する通信料等はお客様が負担するものとし、

第7条 複数の当社対応端末における利用

1. 会員は、本サービスを、複数の当社対応端末で利用することはできません。

第3章 遵守事項

第8条 禁止事項

・お客様は、本サービスに関して、以下の行為をしてはなりません。 ・本製品を、犯罪行為その他の反社会的行為、もしくはこれを予告・関与・助長するために用いること ・本製品を、他人の権利、プライバシーの侵害、個人情報の不正取得、その他不正の目的をもって利用すること ・本製品をストーキング行為を行う等、方法のいかんを問わず、第三者に対する嫌がらせに利用すること ・本製品を、当社が提供する管理ソフトを回避する方法で、各プロバイダのサービス、コンテンツを利用すること ・本製品を、端末の利用者に無断でインストールし、利用すること ・正当な理由なく、本製品を端末にインストールすることを強制すること ・本製品を、お客様が利用権限を有しない端末を正当な理由無く利用・管理するために用いること ・本製品を第三者に再許諾すること ・本製品に関連して使用される当社または第三者の著作権、商標権その他一切の権利を侵害する行為、またはそのおそれのある行為をすること ・リバースエンジニアリング、逆コンパイルまたは逆アセンブル、修正、翻訳、その他改造行為 ・本製品を接続しているサーバーもしくはネットワークを妨害したり混乱させたりすること ・ID等を不正に使用しまたは使用させること ・本条に定めるほか、本規約に違反する行為を行うこと ・その他当社が合理的理由に基づいて、不適切・不相当と判断する行為

第9条 違反行為への対応

1. 当社は、お客様の行為が前項のいずれかに該当するもしくは他の本規約の規定に違反すると当社が判断した場合は、お客様への事前の通知なしに、お客様の情報の一部もしくは全部の削除を行い、本製品のご利用の中止もしくは強制退会等、当社が適当と判断する措置を講ずることができるものとします。 2. 前項の規定に基づき、当社が講じた当該措置に起因してする損害が発生した場合にも結果について、当社は一切責任を負わず、お客様は当社を免責するものとします。 3. 前2項の規定は、なお、当社が当該処置を講じることにより当社又は第三者に損害が発生した場合における、お客様の責任をお客様の行為により発生した結果を免責するものではありません。本条項にお客様が反したことにより第三者に損害を与えた場合、または第三者と紛争を生じた場合、お客様は、自己の責任と費用でこれを解決し、当社にいかなる責任も負担させないものとします。 万一、当社が他のお客様や第三者から責任を追求された場合は、お客様はその責任と費用において当該紛争を解決するものとし、当社を一切免責するものとします。

第10条 ご利用上の注意

1. 会員は、本サービス利用契約の締結又は本コンテンツに含まれるアプリケーションやデジタルコンテンツの利用によって、本サービス外で締結されている当該アプリケーションやデジタルコンテンツと同一又は同等のアプリケーションやデジタルコンテンツに係るコンテンツプロバイダ等との利用契約（以下「重複利用契約」という）が終了しないことを確認します。会員は、自らの責任と負担で重複利用契約を解約するものとし、解約しなかった場合に、本機能使用料の他に、重複利用契約に係る利用料を請求されることをご了承くだ

さい。2. 本サービスの利用にあたり、必要な推奨環境としては、以下のとおりです。

クライアントソフトウェア 動作環境

【 OS 】

Windows 7 (Home Premium / Professional / Ultimate) SP1 ※32bit 版 / 64bit 版

Windows 8.1 (無印 / Pro / Enterprise) SP なし ※32bit 版 / 64bit 版 Windows 10

(Home / Pro / Education / Enterprise) SP なし ※32bit 版 / 64bit 版 【 CPU 】

Windows 7 1GHz 以上 Windows 8.1 1GHz 以上 Windows 10 1GHz 以上 【 メモリ 】

Windows 7 32bit 版 1GB 以上、64bit 版 2GB 以上 Windows 8.1 32bit 版 1GB 以上、

64bit 版 2GB 以上 Windows 10 32bit 版 1GB 以上、64bit 版 2GB 以上 【 ハードディス

ク空き容量 】

OS 共通 1GB 以上 【 画面解像度 】

横 1024、縦 768 以上 【 ブラウザ 】

OS 共通 Internet Explorer 11 以上 【 通信 】

OS 共通 インターネットへのアクセス・1Mbps 以上の回線速度・直接またはプロキシを介して関連サイトへの HTTP 通信と HTTPS 通信 ※各種ソフトウェアの推奨環境：本クライアントソフトウェア上に表示される推奨環境 本サービスの利用には、以上の環境をみたく必要があり、その各費用はお客様が負担するものとします。上記環境をみたくない場合は、当社は一切の保証をいたしません。また、お客様は、ご利用の当社対応端末の機種を変更した場合に、変更後の機種において、本サービスの機能や本コンテンツの動作が一部制限される場合があることを了承します。3. 本サービスや、本コンテンツを構成する製品内容については、継続的にお客様にご利用いただくことを保証するものではありません。本サービスや本コンテンツの内容について、変更あるいは終了等がある場合は、3ヶ月前までにホームページ上でお知らせするようにはいたしますが、やむを得ず、左記告知期間を取らずに変更・終了することがございます。その場合についても、当社は、お客様に対し、何らの補償もいたしません。お客様は、以上について、ご理解・ご了承の上本製品をご利用することとします。

第 11 条 知的財産権の取扱い

1. お客様は、本コンテンツ、本サービスに係る Web サイト、クライアントソフトウェアその他本サービスにおいて当社又は当社に対して使用許諾をしている第三者が掲載等する情報等（以下、併せて「本コンテンツ等」という）に関する著作権その他の一切の権利が、当社又は当該第三者に帰属することを了解し、本コンテンツ等の取扱いについては慎重な配慮を行うものとします。2. お客様は、(i) 別段の許可のない、本コンテンツ等の複製、販売、ライセンス供与、配布、譲渡、修正、変更、翻訳、派生物の作成、逆コンパイル、リバース エンジニアリング、逆アセンブル、及びソースコードを抽出しようとするその他の行為、(ii) 本コンテンツ等の機能（デジタル権利管理又は転送ロック機能を含みますが、これらに限定しません）によって提供、実装、強制されているセキュリティ対策やコンテンツ利

用ルールを回避又は打破しようとする行為、(iii) 法令に違反し、又は第三者の権利を侵害するアクセス、複製、譲渡、トランスコーディング、コンテンツの再送信を行うための本コンテンツ等の使用、(iv) 本コンテンツ等に添付又は含まれている、当社及び任意の第三者の著作権表示、商標、及びその他の権利表示の削除、不鮮明化を行わないこと、及びそれらを任意の第三者に許可しないことに同意するものとします。3. 本条の規定に違反して問題が生じた場合、お客様は、自己の費用と責任において問題を解決するものとし、当社及び第三者に迷惑や損害を与えてはなりません。4. 本サービスは日本国内をサービス提供対象とし、当社は日本国外における権利者の知的財産権に対していかなる保証もせず、また一切の責任を負いません。

第12条 保証・責任の制限

1. 当社は、本製品を現状有姿で提供するものとし、本製品に瑕疵・バグ等が存在する場合、システムの過負荷、不具合等により本製品の利用、サービス等が停止する場合、その他本製品が完全に利用できない場合でも、これに対して一切保証せず、責任を負うものではありません。但し、当社またはサービス提供会社において故意・重過失が存在する場合はこの限りではなく、本規定に規定する限度で責任を負うものとします。2. 当社は、当社が必要と判断した場合には、お客様に通知することなくいつでも本製品を変更し、本製品・サービス提供を停止または中止することができるものとします。本製品・サービス提供を停止または中止した場合、当社はお客様に対して、月額等で継続的に支払われる利用料の精算を除き、一切責任を負わないものとします。3. 当社は、お客様が本製品を使用することにより得られる利得、結果、成果等の内容について、何ら保証するものではありません。4. 本製品のダウンロードおよびインストールはお客様が自己の責任および費用で行うものとし、その完全性や正確性等につき、当社は責任を負わないものとします。5. 当社は、本製品を提供する機器の故障、トラブル、停電、通信回線の異常ならびにシステム障害等の不可抗力により発生する障害については、いかなる責任も負いません。この場合、お客様情報その他お客様に関するデータが消失等することがあります。当社は、かかる事態の発生によりお客様情報その他お客様に関するデータが消失、紛失、遅延等した場合、端末制限や初期化が行われる可能性があります。6. 当社は、お客様が本製品を利用して登録した各種情報について、バックアップを取る義務を負うものではありません。万が一の事態に備え、端末情報のバックアップについては、お客様または管理者にて定期的実施して下さい。7. お客様が消費者（個人であり、かつ事業のために本製品を用いていない者に限る）である場合において、本製品に隠れたる瑕疵が存在する場合には、当社は無償にてその瑕疵を修補し、または代替品と交換いたします。

第4章 その他

第 13 条 通知等

1. 当社がおお客様に対して通知を行う場合、本サービスに係る Web サイト上に通知事項を掲載（通知事項を記載したページにリンクを貼る行為を含みます）するものとします。 2. 当社は、おお客様が本サービス取得時に登録した電子メールアドレス宛に、メールマガジン、アンケート及びその他の本サービスに係る運営上の告知等のメールを送信することができるものとします。 3. 当社は、本サービス、前項のメール等において、当社及び第三者の提供する商品又はサービスに関する広告等の情報を掲載（広告等の情報を表示したページにリンクを貼る行為を含みます）することができるものとします。

第 14 条 おお客様に関する情報の利用

1. 当社は、おお客様から別途承諾を頂いた場合、当該おお客様が利用した本コンテンツに含まれるアプリケーションや Web サービスに係る利用情報（起動履歴等を含みます）を取得することができます。この場合、当社は、かかる情報をおお客様の管理、本サービスの提供、運営、品質向上、利用分析の向上、コンテンツプロバイダーとの売上配分計算、当社がおお客様にとって有益と考える情報の配信その他プライバシーポリシーに記載する利用目的のために利用します。 2. 当社は、おお客様からの同意を得ることなく、おお客様の Web サイトの閲覧・利用履歴（Referer 情報、おお客様エージェントを含みます）及びおお客様が通信を行った通信ログ等を取得しません。

第 15 条 個人情報の取扱い

1. 当社は、おお客様の個人情報について当社プライバシーポリシーに従って取り扱います。 2. 当社は、おお客様の個人情報について、サービス提供の目的に必要な限り、コンテンツプロバイダーへ提供することができ、おお客様はこれに同意するものとします。 3. 当社は、前項の場合を除き、おお客様の個人情報を、おお客様の同意を得ることなく、第三者に提供しないものとします。

第 16 条 本サービス利用契約の終了

1. 会員は、当社の定める方法により、本サービス利用契約を解約することができます。 2. 当社は、会員が本サービス規約に違反した場合、何ら通知又は催告を行うことなく、本サービス利用契約を解除することができます。また、会員と当社との間の本サービスを利用する上で必要となるその他の契約が解除、解約等により終了した場合、会員は、当該契約の終了の日をもって本サービス利用契約が終了することを了承します。 3. 事由の如何を問わず、本サービス利用契約が終了した場合、会員は、本コンテンツその他本サービスに関する一切の利用を継続することができません。当該会員が、本サービス利用契約の有効期間中にダウンロードした本コンテンツに含まれるアプリケーションは、本サービス利用契約の終了時に自動的に利用制限がなされ、デジタルコンテンツは利用できなくなるものとします。 4. 当社は、本サービス利用契約が終了したおお客様に係る個人情報等おお客様に関係する一切の情報を削除することができるものとします。

第 17 条 損害賠償額の制限

1.お客様が、本製品に関し、当社に故意・重過失が存在することにより損害を被った場合であって、当社の修正等の処置によりその損害が回復されなかった場合には、法的根拠のいかんを問わず、本規約に定められた範囲・方法に従うものに限り、当社に対して損害賠償を行うことができます。 2.当社は、本製品の使用またはその使用不能により生じた特別損害、偶発的損害、間接損害、またはこれに類似する損害については、いかなる場合においても責任を負いません。これらの中には、お客様の得べき利益の喪失やデータ消失、お客様の情報の外部への流出・漏洩による損害も含まれます。また、そのような損害が生じる可能性について当社が以前から警告を受けていたとしても、当社はこれらの損害に対する責任を負うことはありません。 3.お客様の当社に対する損害の賠償請求は、損害が発生してから3ヶ月、もしくは当社とお客様との契約終了後3ヶ月のどちらか短い期間内に、当社に対する書面による請求がなされなかった場合には行うことができません。 4.第1項の損害賠償の累計総額は、債務不履行、法律上の瑕疵担保責任、不当利得、不法行為その他の請求原因の如何に関わらず、① 当該損害の発生した月ないし年において、当社・サービス提供会社とお客様との間で定められた利用料の3ヶ月分（年額又は複数年で定めている場合は年額相当の利用料の4分の1）、または、② IDの取得のために一括で対価を支出した場合のその対価、のいずれか低い額を上限額とします。 また、本条第2項に記載した科目について当社は賠償責任を負うことはなく、前記賠償額の総額の算定にも含まれないものとします。 5.お客様が消費者（個人であり、かつ事業のために本製品を用いていない者に限る）であるため、日本国の消費者契約法の適用を受ける場合については、第2項から第4項までの規定は適用いたしません。この場合、当社に故意・重過失がある場合には、お客様に発生した損害を賠償するものとし、当社に軽過失があるに留まる場合には、第4項に定める金額を上限として賠償義務を負担するものとし、第6項の定めに従い、当社に損害賠償義務が生ずる場合であっても、当社またはサービス提供会社の過失とお客様自身の過失（軽過失を含む）が重畳して損害が生じた場合には、お客様の過失を考慮して過失相殺を行うものとし、

第18条 本規約と提供サービス規約との関係

1.本規約と提供サービス規約とが抵触する場合は、本規約が優先されるものとします。特に、提供サービス規約に、返品または利用料の返金についての規定がなされていても、本規約が優先し、前条に定める場合を除き、返品、利用料の返金がなされることはありません。

第19条 準拠法、裁判管轄

1.本サービス規約及び個別規約は、日本法に従って解釈・適用されるものとします。本サービス、本サービス規約又は個別規約に関連して、当社とお客様との間で生じた紛争については、東京地方裁判所を第一審の専属的合意管轄裁判所とします。

ADOBE

Personal Computer Software License Agreement

1. WARRANTY DISCLAIMER, BINDING AGREEMENT AND ADDITIONAL TERMS AND AGREEMENTS.

1.1 WARRANTY DISCLAIMER. THE SOFTWARE AND OTHER INFORMATION IS DELIVERED TO YOU “AS IS” AND WITH ALL FAULTS. ADOBE, ITS SUPPLIERS AND CERTIFICATION AUTHORITIES DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE, CERTIFICATE AUTHORITY SERVICES OR OTHER THIRD PARTY OFFERINGS. EXCEPT TO THE EXTENT ANY WARRANTY, CONDITION, REPRESENTATION, OR TERM CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO YOU IN YOUR JURISDICTION, ADOBE AND ITS SUPPLIERS AND CERTIFICATION AUTHORITIES MAKE NO WARRANTIES CONDITIONS, REPRESENTATIONS, OR TERMS (EXPRESS OR IMPLIED WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) AS TO ANY MATTER INCLUDING WITHOUT LIMITATION NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, INTEGRATION, SATISFACTORY QUALITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. THE PROVISIONS OF SECTIONS 1.1 AND 10 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT, HOWSOEVER CAUSED, BUT THIS SHALL NOT IMPLY OR CREATE ANY CONTINUED RIGHT TO USE THE SOFTWARE AFTER TERMINATION OF THIS AGREEMENT.

1.2 BINDING AGREEMENT: By using, copying or distributing all or any portion of the Adobe Software, you accept all the terms and conditions of this agreement, including, in particular, the provisions on:

- Use (Section 3); - Transferability (Section 5); - Connectivity and Privacy (Section 7), including: - Updating, - Local Storage, - Settings Manager, - Peer Assisted Networking Technology, - Content Protection Technology, and - Use of Adobe Online Services; - Warranty Disclaimer (Section 1.1), and; - Liability Limitations (Sections 10 and 17). Upon acceptance, this agreement is enforceable against you and any entity that obtained the Software and on whose behalf it is used. If you do not agree, do not Use the Software.

1.3 ADDITIONAL TERMS AND AGREEMENTS. 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, a “Read Me” 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>. Such other terms and conditions will supersede all or portions of this agreement in the event of a conflict with the terms and conditions of

this agreement.

2. Definitions.

“Adobe” means Adobe Systems Incorporated, a Delaware corporation, 345 Park Avenue, San Jose, California 95110, if subsection 12(a) of this agreement applies; otherwise it means Adobe Systems Software Ireland Limited, 4-6 Riverwalk, Citywest Business Campus, Dublin 24, Ireland, a company organized under the laws of Ireland and an affiliate and licensee of Adobe Systems Incorporated.

“Compatible Computer” means a Computer that conforms to the system requirements of the Software as specified in the Documentation.

“Computer” means a virtual machine or physical personal electronic device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.

“Personal Computer” or “PC” shall mean a hardware product which is designed and marketed with the primary purpose of operating a wide variety of productivity, entertainment, and other software applications provided by unrelated third party software vendors, which operates depending upon the use of a full function and full feature set computer operating system of the type(s) then in widespread use with hardware to operate general purpose laptop, desktop, server, and large format tablet microprocessor based computers. This definition of Personal Computer shall exclude hardware products that are designed and/or marketed to have as their primary purpose any number of the following: television, television receiver, portable media player, audio/video receiver, radio, audio headphone, audio speaker, personal digital assistant (“PDA”), telephone or similar telephony based device, game console, personal video recorder (“PVR”), player for digital versatile disc (“DVD”) or other optical media, video camera, still camera, camcorder, video editing and format conversion device, video image projection device, and shall further exclude any similar type of consumer, professional or industrial device.

“Software” means (a) all of the contents of the files (delivered electronically or on physical media), or disk(s) or other media with which this agreement is provided, which may include (i) Adobe or third party computer information or software, including Adobe Reader[®] (“Adobe Reader”), Adobe AIR[®] (“Adobe AIR”), Adobe Flash[®] Player, Shockwave[®] Player and Authorware[®] Player (collectively, Adobe AIR and the Flash, Shockwave and Authorware players are the “Adobe Runtimes”); (ii) related explanatory written materials or files (“Documentation”); and (iii) fonts; and (b) upgrades, modified versions, updates, additions, and copies of the foregoing, provided to you by Adobe at any time (collectively, “Updates”).

“Use” means to access, install, download, copy, or otherwise benefit from using the functionality of the Software.

3. Software License.

If you obtained the Software from Adobe or one of its authorized licensees, and subject to your compliance with the terms of this agreement, including the restrictions in Section 4, Adobe grants to you a non-exclusive license to Use the Software in the manner and for the purposes described in the Documentation as follows:

3.1 General Use. You may install and Use one copy of the Software on your Compatible Computer. See Section 4 for important restrictions on the Use of the Software.

3.2 Server Use. This agreement does not permit you to install or Use the Software on a computer file server. For information on Use of Software on a computer file server please refer to http://www.adobe.com/go/acrobat_distribute for information about Adobe Reader; or <http://www.adobe.com/go/licensing> for information about the Adobe Runtimes.

3.3 Distribution. This license does not grant you the right to sublicense or distribute the Software. For information about obtaining the right to distribute the Software on tangible media or through an internal network or with your product or service please refer to http://www.adobe.com/go/acrobat_distribute for information about Adobe Reader; or <http://www.adobe.com/go/licensing> for information about the Adobe Runtimes.

3.4 Backup Copy. You may make one backup copy of the Software, provided your backup copy is not installed or used other than for archival purposes. You may not transfer the rights to a backup copy unless you transfer all rights in the Software as provided under Section 5.

4. Obligations and Restrictions.

4.1 Adobe Runtime Restrictions. You will not Use any Adobe Runtime on any non-PC device or with any embedded or device version of any operating system. For the avoidance of doubt, and by example only, you may not Use an Adobe Runtime on any (a) mobile device, set top box (STB), handheld, phone, game console, TV, DVD player, media center (other than with Windows XP Media Center Edition and its successors), electronic billboard or other digital signage, Internet appliance or other Internet-connected device, PDA, medical device, ATM, telematic device, gaming machine, home automation system, kiosk, remote control device, or any other consumer electronics device, (b) operator-based mobile, cable, satellite, or television system or (c) other closed system device. No right or license to Use any Adobe Runtime is granted for such prohibited uses. For information on Software license terms for non-PC versions of Adobe Runtimes please visit http://www.adobe.com/go/runtime_mobile_EULA. For information on licensing Adobe Runtimes for distribution on such systems please visit

<http://www.adobe.com/go/licensing>.

4.1.1 AVC Video Restrictions. The Software may contain H.264/AVC video technology, the use of which requires the following notice from MPEG-LA, L.L.C.: THIS SOFTWARE IS LICENSED UNDER THE AVC PATENT PORTFOLIO LICENSE FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (I) ENCODE VIDEO IN COMPLIANCE WITH THE AVC STANDARD (“AVC VIDEO”) AND/OR (II) DECODE AVC VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE AVC VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE <http://www.adobe.com/go/mpegla>.

4.1.2 H.264/AVC Software Encoding. The H.264/AVC software encoding functionality available in the Adobe Runtimes is licensed solely for personal, non-commercial use. For more information on obtaining the right to use the H.264/AVC software encoding functionality for commercial purposes, please refer to <http://www.adobe.com/go/licensing>.

4.2 Adobe Flash Player Restrictions. You will not use Adobe Flash Player with any application or device that circumvents technological measures for the protection of video, audio, and/or data content, including any of Adobe’s secure RTMP measures. No right or license to use Adobe Flash Player is granted for such prohibited uses.

4.3 Adobe Reader Restrictions.

4.3.1 Conversion Restrictions. You will not integrate or use Adobe Reader with any other software, plugin or enhancement that uses or relies upon Adobe Reader when converting or transforming PDF files into a different format (e.g., a PDF file into a TIFF, JPEG, or SVG file).

4.3.2 Plug-in Restrictions. You will not integrate or use Adobe Reader with any plug-in software not developed in accordance with the Adobe Integration Key License Agreement, more information can be found at http://www.adobe.com/go/rikla_program.

4.3.3 Disabled Features. Adobe Reader may contain features or functionalities that are hidden or appear disabled or “grayed out” (the “Disabled Features”). Disabled Features will activate only when opening a PDF document that was created using enabling technology available only from Adobe. You will not access, or attempt to access, any Disabled Features other than through the use of such enabling technologies, nor will you rely on Adobe Reader to create a feature substantially similar to any Disabled Feature or otherwise circumvent the technology that controls activation of any such feature. For more information on disabled features, please refer to

<http://www.adobe.com/go/readerextensions>.

4.4 Notices. You shall not alter or remove any copyright or other proprietary notice that appears on or in the Software.

4.5 No Modification or Reverse Engineering. You shall not modify, adapt, translate, or create derivative works based upon the Software. You shall not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Software. If you are located in the European Union, please refer to the additional terms at the end of this agreement under the header “European Union Provisions,” in Section 16.

5. Transfer.

You may not rent, lease, sublicense, assign, or transfer your rights in the Software, or authorize all or any portion of the Software to be copied onto another user’s Computer except as may be expressly permitted by this agreement. You may, however, transfer all your rights to Use the Software to another person or legal entity provided that: (a) you also transfer (i) this agreement, and (ii) the Software and all other software or hardware bundled or pre-installed with the Software, including all copies, Updates, and prior versions, to such person or entity, (b) you retain no copies, including backups and copies stored on a Computer, and (c) the receiving party accepts the terms and conditions of this agreement and any other terms and conditions upon which you obtained a valid license to the Software. Notwithstanding the foregoing, you may not transfer education, pre-release, or not for resale copies of the Software.

6. Intellectual Property Ownership, Reservation of Rights.

The Software and any authorized copies that you make are the intellectual property of Adobe and its suppliers. The structure, organization, and code of the Software are the valuable intellectually property (e.g. 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. Except as expressly stated herein, this agreement does not grant you any intellectual property rights in the Software and all rights not expressly granted are reserved by Adobe and its suppliers.

7. Connectivity and Privacy. You acknowledge and agree to the following:

7.1 Use of PDF Files. When you Use the Software to open a PDF file that has been enabled to display ads, your Computer may connect to a website operated by Adobe, an advertiser, or other third party. Your Internet Protocol address (“IP Address”) is sent when this happens. The party hosting the site may use technology to send (or “serve”) advertising or other electronic content that appears in or near the opened PDF file. The website operator may also use JavaScript, web beacons (also known as action tags or

single-pixel gifs), and other technologies to increase and measure the effectiveness of advertisements and to personalize advertising content. Your communication with Adobe websites is governed by the Adobe Online Privacy Policy found at <http://www.adobe.com/go/privacy> (“Adobe Online Privacy Policy”). Adobe may not have access to or control over features that a third party may use, and the information practices of third party websites are not covered by the Adobe Online Privacy Policy.

7.2 Updating. If your Computer is connected to the Internet, the Software may, without additional notice, check for Updates that are available for automatic download and installation to your Computer and let Adobe know the Software is successfully installed. For Reader, Updates may be automatically downloaded but not installed without additional notice unless you change your preferences to accept automatic installation. Only non-personally identifying information is transmitted to Adobe when this happens, except to the extent that IP Addresses may be considered personally identifiable in some jurisdictions. The use of such information, including your IP Address, as provided by the auto update process is governed by the Adobe Online Privacy Policy. Please consult the Documentation for information about changing default update settings at <http://www.adobe.com/go/settingsmanager> for Flash Player, http://www.adobe.com/go/update_details_url (or successor website) for Reader, and http://www.adobe.com/go/air_update_details for Adobe AIR.

7.3 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.

7.4 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.

7.5 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 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 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. Learn more about using the Settings Manager at <http://www.adobe.com/go/settingsmanager>. You can find more information on Peer Assisted Networking at <http://www.adobe.com/go/RTMFP>.

7.6 Content Protection Technology. If you Use the Adobe Runtimes to access content that has been protected with Adobe Flash Media Rights Management Server or Flash Access software (“Content Protection”), in order to let you play the protected content, the Software may automatically request media usage rights and individualization from a server on the Internet, and may download and install required components of the Software, including any available Content Protection Updates. You can clear the content license information using the Flash Player Settings Manager. Learn more about using the Settings Manager at <http://www.adobe.com/go/settingsmanager>. You can find more information on Content Protection at http://www.adobe.com/go/protected_content.

7.7 Use of Adobe Online Services. If your Computer is connected to the Internet, the Software may, without additional notice and on an intermittent or regular basis, facilitate your access to content and services that are hosted on websites maintained by Adobe or its affiliates (“Adobe Online Services”). Examples of such Adobe Online Services might include, but are not limited to: Acrobat.com. In some cases an Adobe Online Service might appear as a feature or extension within the Software even though it is hosted on a website. In some cases, access to an Adobe Online Service might require a separate subscription or other fee in order to access it, and/or your assent to additional terms of use. Adobe Online Services might not be available in all languages or to residents of all countries and Adobe may, at any time and for any reason, modify or discontinue the availability of any Adobe Online Service. Adobe also reserves the right to begin charging a fee for access to or use of an Adobe Online Service that was previously offered at no charge. If your Computer is connected to the Internet, the Software may, without additional notice, update downloadable materials from these Adobe Online Services so as to provide immediate availability of these Adobe Online Services even

when you are offline. When the Software connects to the Internet as a function of an Adobe Online Service, your IP Address, user name, and password may be sent to Adobe's servers and stored by Adobe in accordance with the Additional Terms of Use or the "help" menu in the Software. This information may be used by Adobe to send you transactional messages to facilitate the Adobe Online Service. Adobe may display in-product marketing to provide information about the Software and other Adobe products and Services, including but not limited to Adobe Online Services, based on certain Software specific features including but not limited to, the version of the Software, including without limitation, platform version, version of the Software, and language. For further information about in-product marketing, please see the "help" menu in the Software. Whenever the Software makes an Internet connection and communicates with an Adobe website, whether automatically or due to explicit user request, the Adobe Online Privacy Policy shall apply. Additionally, unless you are provided with separate terms of use at that time, the Adobe.com Terms of Use (<http://www.adobe.com/go/terms>) shall apply. Please note that the Adobe Privacy Policy allows tracking of website visits and it addresses in detail the topic of tracking and use of cookies, web beacons, and similar devices.

8. Third Party Offerings. You acknowledge and agree to the following:

8.1 Third Party Offerings. The Software may allow you to access and interoperate with third party content, software applications, and data services, including rich Internet applications ("Third Party Offerings"). Your access to and use of any Third Party Offering, including any goods, services, or information, is governed by the terms and conditions respecting such offerings and copyright laws of the United States and other countries. Third Party Offerings are not owned or provided by Adobe. You agree that you will not use any of such Third Party Offerings in violation of copyright laws of the United States or other countries. Adobe or the third party may at any time, for any reason, modify or discontinue the availability of any Third Party Offerings. Adobe does not control, endorse, or accept responsibility for Third Party Offerings. Any dealings between you and any third party in connection with a Third Party Offerings, including such party's privacy policies and use of your personal information, delivery of and payment for goods and services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third party. Third Party Offerings might not be available in all languages or to residents of all countries and Adobe or the third party may, at any time and for any reason, modify or discontinue the availability of any Third Party Offerings.

8.2 EXCEPT AS EXPRESSLY AGREED BY ADOBE OR ITS AFFILIATES OR A THIRD

PARTY IN A SEPARATE AGREEMENT, YOUR USE OF ADOBE AND THIRD PARTY OFFERINGS IS AT YOUR OWN RISK UNDER THE WARRANTY AND LIABILITY LIMITATIONS OF SECTIONS 1.1 AND 10.

9. Digital Certificates. You acknowledge and agree to the following:

9.1 Use. Adobe AIR uses digital certificates to help you identify the publisher of Adobe AIR applications created by third parties. Additionally, Adobe AIR uses digital certificates to establish the identity of servers accessed via the Transport Layer Security (TLS) protocol, including access via HTTPS. Adobe Reader uses digital certificates to sign and validate signatures within PDF documents and to validate certified PDF documents. Adobe Runtimes use digital certificates to secure protected content from unauthorized usage. Your Computer may connect to the Internet at the time of validation of a digital certificate in order to download current certificate revocation lists (CRLs) or to update the list of digital certificates. This access may be made both by the Software and by applications based on the Software. Digital certificates are issued by third party certificate authorities, including Adobe Certified Document Services (CDS) vendors listed at http://www.adobe.com/go/partners_cds and Adobe Approved Trust List (AATL) vendors listed at <http://www.adobe.com/go/aatl>, and individualization vendors found at http://www.adobe.com/go/protected_content (collectively "Certification Authorities"), or can be selfsigned.

9.2 Terms and Conditions. Purchase, use and reliance upon digital certificates are the responsibility of you and a Certification Authority. Before you rely upon any certified document, digital signature, or Certification Authority services, you should review the applicable terms and conditions under which the relevant Certification Authority provides services, including, for example, any subscriber agreements, relying party agreements, certificate policies, and practice statements. See the links on http://www.adobe.com/go/partners_cds for information about Adobe's CDS vendors and <http://www.adobe.com/go/aatl> for information about Adobe's AATL vendors.

9.3 Acknowledgement. You agree that (a) a digital certificate may have been revoked prior to the time of verification, making the digital signature or certificate appear valid when in fact it is not, (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 Certification 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 CERTIFICATION AUTHORITY, YOU USE DIGITAL CERTIFICATES AT YOUR SOLE RISK.**

9.4 Third Party Beneficiaries. You agree that any Certification Authority you rely upon is a third party beneficiary of this agreement and shall have the right to enforce this agreement in its own name as if it were Adobe.

9.5 Indemnity. You agree to hold Adobe and any applicable Certification Authority (except as expressly provided in its terms and conditions) harmless from any and all liabilities, losses, actions, damages, or claims (including all reasonable expenses, costs, and attorneys fees) arising out of or relating to any use of, or reliance on, by you or any third party that receives a document from you with a digital certificate, any service of such authority, including, without limitation (a) reliance on an expired or revoked certificate, (b) improper verification of a certificate, (c) use of a certificate other than as permitted by any applicable terms and conditions, this agreement, or applicable law; (d) failure to exercise reasonable judgment under the circumstances in relying on issuer services or certificates, or (e) failure to perform any of the obligations as required in the terms and conditions related to the services.

10. Limitation of Liability.

IN NO EVENT WILL ADOBE, ITS SUPPLIERS, OR CERTIFICATION AUTHORITIES BE LIABLE TO YOU FOR ANY DAMAGES, CLAIMS OR COSTS WHATSOEVER INCLUDING 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, OR CLAIMS. 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 AND CERTIFICATION AUTHORITIES UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE, IF ANY. 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 and Certification Authorities 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. For further information, please see the jurisdiction specific information at the end of this agreement, if any, or contact Adobe's Customer Support Department.

11. Export Rules.

You agree that the Software 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 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, Syria, Sudan, Cuba, and North Korea) 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.

12. Governing Law.

If you are a consumer who uses the Software for only personal non-business purposes, then this agreement will be governed by the laws of the state in which you purchased the license to use the Software. If you are not such a consumer, this agreement will be governed by and construed in accordance with the substantive laws in force in: (a) the State of California, if a license to the Software is obtained when you are in the United States, Canada, or Mexico; or (b) Japan, if a license to the Software is obtained when you are in Japan; or (c) Singapore, if a license to the Software is obtained when you are in a member state of the Association of Southeast Asian Nations, the People's Republic of China (including Hong Kong S.A.R. and Macau S.A.R.), Taiwan, or the Republic of Korea; or (d) England, if a license to the Software is obtained when you are 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 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 in 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 you 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. The English version of this agreement will be the version used when interpreting or construing 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.

13. 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 you by Adobe with additional or different terms. This is the entire agreement between Adobe and you relating to the Software and it supersedes any prior representations, discussions, undertakings, communications, or advertising relating to the Software.

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

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.

15. Compliance with Licenses.

If you are a business or organization, you agree that upon request from Adobe or Adobe's authorized representative, you will, within thirty (30) days, fully document and certify that use of any and all Software at the time of the request is in conformity with your valid licenses from Adobe.

16. European Union Provisions.

Nothing included in this agreement (including Section 4.5) shall limit any non-waivable right to decompile the Software that you may enjoy under mandatory law. For example, if you are located in the European Union (EU), you may have the right upon certain conditions specified in the applicable law to decompile the Software if it is necessary to do so in order to achieve interoperability of the Software with another software program, and you have first asked Adobe in writing to provide the information necessary to achieve such interoperability and Adobe has not made such information available. In addition, such decompilation may only be done by you or someone else entitled to use a copy of the Software on your behalf. Adobe has the right to impose reasonable conditions before providing such information. Any information supplied by Adobe or obtained by you, as

permitted hereunder, 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 or used for any other act which infringes Adobe or its licensors' copyright.

17. Specific Provisions and Exceptions.

17.1 Limitation of Liability for Users Residing in Germany and Austria.

17.1.1 If you obtained the Software in Germany or Austria, and you usually reside in such country, then Section 10 does not apply. Instead, subject to the provisions in Section 17.1.2, Adobe's statutory liability for damages shall be limited as follows: (a) Adobe shall be liable only up to the amount of damages as typically foreseeable at the time of entering into the license agreement in respect of damages caused by a slightly negligent breach of a material contractual obligation and (b) Adobe shall not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation.

17.1.2 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.

17.1.3 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 or via the web at <http://www.adobe.com> to contact the Adobe office serving your jurisdiction.

Adobe, Adobe AIR, AIR, Authorware, Flash, Reader, and Shockwave are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries.