

Adobe Systems Incorporated
End User License Agreement
For 1 Computer

Adobe® Tryout Software

NOTICE TO USER:

THIS IS A CONTRACT BETWEEN YOU AND ADOBE SYSTEMS INCORPORATED (“ADOBE”), A COMPANY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE, U.S.A. BY USING AND/OR INSTALLING THE “SOFTWARE” (AS DEFINED BELOW) YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. If you do not agree with the terms and conditions of this Agreement, return the media, along with the rest of the package, to Adobe or the location where you obtained it.

This Adobe Systems Incorporated End User Licence Agreement accompanies an Adobe software product (“Software”) and related explanatory materials (“Documentation”). The term “Software” shall also include any upgrades, modified versions, updates, additions and copies of the Software licensed to you by Adobe. This is a licence agreement. Adobe continues to own the copy of the Software contained in this package and any other copy that you are authorised to make pursuant to this Agreement.

Adobe grants to you a non-exclusive licence to use the Software and Documentation, provided that you agree to the following:

1. Use of the Software. You may install the Software on a single computer, and you may make one backup copy of the Software, provided your backup copy is not installed or used on any computer.
2. Copyright. The Software is owned by Adobe and its suppliers, and its structure, organization and code are the valuable trade secrets of Adobe and its suppliers. The Software is also protected by United States Copyright Law and International Treaty provisions. You must treat the Software just as you would any other copyrighted material, such as a book. You may not copy the Software or the Documentation, except as set forth in the “Use of the Software” section. Any copies that you are permitted to make pursuant to this Agreement must contain the same copyright and other proprietary notices that appear on or in the Software. You agree not to increase the functionality of the Software. You also agree not to modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software, except as may be expressly permitted under the European Directive on the Legal Protection of Computer Programs (14 May 1991). Trademarks shall be used in accordance with accepted trademark practice, including identification of trademark owner’s name. Trademarks can only be used to identify printed output produced by the Software. Such use of any trademark does not give you any rights of ownership in that trademark. Except as stated above, this Agreement does not grant you any intellectual property rights in the Software.
3. Transfer. You may not rent, lease, sublicense or lend the Software or Documentation. You may, however, transfer all your rights to use the Software and Documentation to another person or legal entity provided that (i) you transfer this Agreement, the Software, including all copies, updates and prior versions and all copies of font software converted into other formats, and the Documentation to such person or entity, (ii) you retain no copies, including copies stored on a computer, and (iii) that the receiving party agrees to be bound by the terms and conditions of this Agreement.

4. Limited Warranty. YOU ACKNOWLEDGE THAT THE SOFTWARE IS A "TRY-OUT" VERSION OF AN ADOBE PRODUCT, CONTAINING LIMITED FUNCTIONALITY. ADOBE IS LICENSING THE SOFTWARE ON AN "AS-IS" BASIS, SOLELY AS A DEMONSTRATION MODEL, AND ADOBE AND ITS SUPPLIERS MAKE NO WARRANTIES OR CONDITIONS EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, AS TO NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT WILL ADOBE OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGE CAUSED BY OR ALLEGED TO HAVE BEEN CAUSED BY THE FUNCTIONING OF THE TRYOUT VERSIONS OR INFRINGEMENT OF THIRD PARTY RIGHTS, INCLUDING WITHOUT LIMITATION LOSS OF USE, INTERRUPTION OF BUSINESS, OR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OF ANY KIND, INCLUDING ANY LOST PROFITS OR LOST SAVINGS, EVEN IF AN ADOBE REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT ADOBE IS ACTING ON BEHALF OF ITS SUPPLIERS FOR THE PURPOSE OF DISCLAIMING, EXCLUDING AND/OR RESTRICTING OBLIGATIONS AND LIABILITY IN THIS PARAGRAPH 4 BUT IN NO OTHER RESPECTS AND FOR NO OTHER PURPOSE. The foregoing does not affect or prejudice your statutory rights. 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 you. To the extent permissible, any implied warranties are limited to ninety (90) days. This warranty gives you specific legal rights. You may have other rights which vary from state to state or jurisdiction to jurisdiction.

5. Governing Law and General Provisions. This Agreement will be governed by the laws in force in the State of California excluding the application of its conflicts of law rules. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. 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. This Agreement shall automatically terminate upon failure by you to comply with its terms. This Agreement may only be modified in writing signed by an authorized officer of Adobe. This is the entire agreement between Adobe and you relating to the Software and the Documentation and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Software and the Documentation.

6. Notice to Government End Users. The Software and Documentation are "Commercial Items," 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 (i) only as "Commercial Items" and (ii) 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, U.S.A.

If you have any questions regarding this Agreement or if you wish to request any information from Adobe, please use the address information enclosed in this product to contact the local Adobe subsidiary serving your country.

Adobe and the Adobe logo are trademarks of Adobe Systems Incorporated.

