

Adobe Systems Incorporated
Electronic End User Licence Agreement
For 1 Computer
(England, Scotland, Wales and Northern Ireland)

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 INDICATING YOUR ACCEPTANCE BELOW, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. This Adobe Systems Incorporated End User Licence Agreement (the "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. You must read this Agreement carefully before indicating your acceptance at the end of the text of this Agreement. If you do not agree with the terms and conditions of this Agreement, decline where instructed, and you will not be able to use the Software. You should then return this Software, together with all the packaging, to Adobe or the location where you obtained it.

This is a licence agreement. Adobe continues to own this copy of the Software and the physical media contained in this package and any other copy that you are authorised to make pursuant to this Agreement.

Upon your acceptance of 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 and use the Software on a single computer.
2. Copyright. The Software is the intellectual property of Adobe and its suppliers and is protected by United States copyright law, international treaty provisions, and applicable laws of the country in which it is being used. The structure, organisation and code of the Software are the valuable trade secrets and confidential information of Adobe and its suppliers. Therefore 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. You agree not to increase the functionality of the Software in any manner. You also agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software except as expressly permitted under the Council Directive of 14 May 1991 on the Legal Protection of Computer Programs ("the Directive"). For the avoidance of doubt in the event of any inconsistency between the Directive and any UK legislation the terms of the Directive shall prevail. Please note that you may not decompile the Software unless it is essential to do so in order to achieve operability of the Software with another software program and you have first requested Adobe to provide the information necessary to achieve such operability. Adobe has the right to impose reasonable conditions and to request a reasonable fee 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 stated in the Directive 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. Requests for information should be directed to the Customer Support Department, Adobe Systems Europe Limited, Adobe House, Mid New Cultins, Edinburgh, Scotland EH11 4DU, United Kingdom, telefax +44-(0) 131-453-4422. Except as stated above, this Agreement does not grant you any intellectual property rights in the Software.

3. Transfer and Termination of Use. You may not rent, lease, sublicense or lend the Software or Documentation. You may, however, transfer all your rights to use the Software to another person or legal entity provided (1) that you transfer this Agreement, the Software, and the Documentation to such person or entity, (2) that you retain no copies, including copies stored on a computer, and (3) that the receiving party accept to be bound by the terms and conditions of this Agreement. The Software is a timeout version that is programmed to terminate operations after a designated period of time following installation (the "Time Out Date"), which is specified in the Software. Upon such Time Out Date, the license hereunder shall be terminated. You acknowledge that the Software shall cease operation upon the Time Out Date and agree to destroy the Software at such time.

4. No Warranty. ADOBE IS PROVIDING YOU WITH THE SOFTWARE FREE OF CHARGE FOR DEMONSTRATION PURPOSES ON AN "AS IS" BASIS. YOU ACKNOWLEDGE THAT THE SOFTWARE IS A "TRY-OUT" VERSION OF AN ADOBE PRODUCT, CONTAINING LIMITED FUNCTIONALITY AND PROGRAMMED TO TERMINATE AFTER A DESIGNATED PERIOD OF TIME. ADOBE AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE OR DOCUMENTATION. SAVE FOR ANY WARRANTY WHICH CANNOT BE EXCLUDED BY COMPULSORY LAW IN THE UNITED KINGDOM, ADOBE AND ITS SUPPLIERS MAKE NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, AS TO NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT WILL ADOBE OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS OR LOST SAVINGS) ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE EVEN IF AN ADOBE REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. WHERE LEGALLY LIABILITY CANNOT BE EXCLUDED, BUT IT MAY BE LIMITED, ADOBE'S LIABILITY AND THAT OF ITS SUPPLIERS SHALL BE LIMITED TO THE SUM OF TWENTY-FIVE POUNDS (£25) IN TOTAL.

Nothing contained in this Agreement shall prejudice the statutory rights of any party dealing as a consumer. Nothing contained in this Agreement limits Adobe's liability to you in the event of death or personal injury resulting from Adobe's negligence. 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 Clause 4, but in no other respects and for no other purpose. The provisions of this Clause 4 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.

5. Governing Law and General Provisions. This Agreement shall be governed by and construed in accordance with the substantive laws of Scotland whose courts shall have jurisdiction over all disputes relating to this Agreement. 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. 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 shall not prejudice the statutory rights of any party dealing as a consumer. This Agreement may only be modified in writing signed by an authorised officer of Adobe.

6. Notice to United States 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, USA.

For your future reference a copy of this End User Licence Agreement will be accessible after you install the Software. 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 or write to Customer Support Department, Adobe Systems Europe Limited, Adobe House, Mid New Cultins, Edinburgh, Scotland EH11 4DU, United Kingdom, telefax +44-(0)131-453-4422.

Adobe is a trade mark of Adobe Systems Incorporated.

PLEASE INDICATE YOUR ACCEPTANCE OR DECLINE OF THE FOREGOING AGREEMENT BY CLICKING ON THE APPROPRIATE BUTTON BELOW. IF YOU DECLINE THIS AGREEMENT, SETUP WILL CLOSE. TO INSTALL THE SOFTWARE, YOU MUST ACCEPT THIS AGREEMENT.