

ADOBE INC.
ADOBE ACROBAT READER DC
DISTRIBUTION LICENSE AGREEMENT FOR USE ON PERSONAL COMPUTERS

This Distribution License Agreement (along with all exhibits and attachments hereto, the "**Agreement**") is an agreement between the party listed on Exhibit A ("**Distributor**") and Adobe (as defined below). By indicating acceptance of this Agreement at https://www.adobe.com/cfusion/mmform/index.cfm?name=distribution_form or by distributing the distributable version of the Software provided to Distributor by Adobe, Distributor agrees to the terms of this Agreement. The individual who accepts this Agreement represents and warrants that he or she has the authority to bind Distributor. This Agreement is effective against Adobe only if Distributor has provided Adobe with information about its intended distribution and Adobe has confirmed its acceptance of this Agreement in writing to Distributor.

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- Agreed Terms set forth below
- Exhibit A – Distributor Details and Product Descriptions

AGREED TERMS

In consideration of the mutual promises set forth herein, the parties hereby agree as follows:

1. DEFINITIONS

1.1 Definitions

In this Agreement, unless otherwise stated:

- (A) "**Adobe**" means (i) Adobe Inc., a Delaware corporation, located at 345 Park Avenue, San Jose, California 95110, USA, if Distributor is located in the United States, Canada or Mexico; otherwise it means (ii) Adobe Systems Software Ireland Limited, a company incorporated in Ireland, located at 4-6 Riverwalk, Citywest Business Campus, Dublin 24, Ireland.
- (B) "**Authorized Operating System(s)**" means the desktop or standard-laptop version(s) of the operating system(s) set forth in Exhibit A which, in any event, is one of the Authorized Operating Systems listed, in the case of the Adobe Acrobat Reader DC, at <http://www.adobe.com/products/reader/tech-specs.html>. For the avoidance of doubt, "Authorized Operating Systems" does not include embedded or device versions of such operating systems.
- (C) "**Distributor Product**" or "**Distributor Service**" means Distributor product or service identified in Exhibit A.
- (D) "**Effective Date**" means the date that Adobe confirms its acceptance of this Agreement in writing to Distributor.
- (E) "**Intranet**" means a secure internal website or server system that is accessible only to Distributor's employees, contractors, or other persons granted access to Distributor's internal networks in the furtherance of Distributor's normal course of business.
- (F) "**Personal Computer**" or "**PC**" means 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 excludes 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 exclude any similar type of consumer, professional, or industrial device.

- (G) "**Software**" means (a) Adobe Acrobat Reader DC, and (b) Updates to the foregoing software products provided to Distributor by Adobe for distribution under this Agreement.
- (H) "**Updates**" means upgrades, modified versions, updates, additions, and copies to or of the Software provided to Distributor by Adobe for distribution under this Agreement.

2. LICENSE, REQUIREMENTS, AND RESTRICTIONS

2.1 License. Subject to the terms of this Agreement, including the requirements and restrictions below, and only for purposes of achieving the distribution described in this Section 2, Adobe grants Distributor a non-exclusive, non-transferable, worldwide, royalty-free license to reproduce and distribute the Software, for the complete installation and use of the unmodified Software on the Authorized Operating Systems on Personal Computers.

2.2 Distribution. Distributor may:

- (A) make one copy of an image of the Software on a Distributor computer file server for the purpose of downloading and installing the Software onto computers within Distributor's Intranet, for internal use only;
- (B) Distribute the Software on a standalone basis only on physical media (such as CD-ROMs, DVDs, hard disk, etc.); and
- (C) Distribute the Software as a part of or with Distributor Product or Distributor Service
 - (1) through electronic means such as electronic download --including, without limitation, electronic software download-- for example bundled in Distributor's installer, which in turn, is downloaded through the Internet and
 - (2) on physical media (such as CD-ROMs, DVDs, hard disk, etc.).

The Software is to be distributed in complete form and only for purposes of complete installation and use by the end user. The Software must not be configured or distributed for use without installation.

2.3 Server Use. Distributor may install one copy of the Software on a computer file server within Distributor's Intranet for the sole and exclusive purpose of allowing use of the Software from an unlimited number of client computers on Distributor's Intranet via (a) the Network File System (NFS) for UNIX versions of the Software, (b) Windows Terminal Services, (c) Citrix, or (d) similar support virtualization technology. Unless otherwise expressly permitted, no other server or network use of the Software is permitted, including robotic process automation. By way of example, the foregoing does not permit Distributor to serve the Software as an element of an Intranet or Internet hosted service.

The rights granted above terminate immediately in the event of Distributor's breach of any provision of this Agreement.

2.4 Requirements.

- (A) Distributable Version, Access. Distributor may distribute only the version of the Software (with its corresponding installer) provided to Distributor by Adobe upon completion of this Agreement for use on Personal Computers on the specific Authorized Operating System listed in Exhibit A. Distributor may not distribute any version of the Software found elsewhere, including on www.Adobe.com, www.Macromedia.com, or any other download site on the Internet. Adobe may provide Distributor with access to the distributable version of the Software via electronic download at a specified non-public website.

Distributor may not disclose the location of such website to any third party. Notwithstanding the foregoing, Distributor may distribute Updates to Adobe Acrobat Reader DC that are made available by Adobe at <https://get.adobe.com/reader/> or any successor website.

- (B) New Versions. Upon release of a new version of the Software by Adobe, Distributor will cease all reproduction and distribution of the previous version of the Software no later than six (6) months from the date Adobe makes such new version of the Software commercially available unless otherwise approved by Adobe in writing/email. As used in this section, "new version" means a major new release of the Software. Adobe may notify Distributor when new versions are released.
- (C) Sublicensing Requirements.
- (1) Distributor will distribute, and will ensure that its distributors and resellers distribute, the Software under the Adobe end user license agreement accompanying the Software.
 - (2) If the Software offers or displays such agreement as a part of its installation, Distributor will not configure the Software to avoid such offer or display.
 - (3) As a specific exception to the above, a Distributor that distributes copies of the Adobe Acrobat Reader DC over an Intranet as permitted by Section 2.2(A) may suppress the display of the end user license agreement in accordance with any customization wizard and documentation provided by Adobe and provided, further, that, prior to such distribution, Distributor accepts the terms of such agreement on behalf of itself and all of its Intranet end users.
 - (4) If no end user license agreement accompanies the Software, Distributor must distribute the Software under an end user license agreement containing the following minimum terms in favor of Distributor and its suppliers: (i) prohibition against distribution and copying, (ii) prohibition against modifications and derivative works, (iii) prohibition against decompiling, reverse engineering, disassembling, and otherwise reducing the software to a human-perceivable form, (iv) provision indicating ownership of software by Distributor and its suppliers, (v) disclaimer of all applicable statutory warranties, to the full extent allowed by law, and (vi) industry standard limitation of liability, including a disclaimer of indirect, special, incidental, punitive, and consequential damages.
 - (5) Distributor will not grant any rights in the Software under a license that: (i) allows modification of the Software, (ii) requires the disclosure or distribution of the Software in source code form, or (iii) allows the distribution of the Software for a fee.
 - (6) Distributor will not make any warranty, express or implied, on behalf of Adobe.
 - (7) If Distributor distributes the Software to a primary or secondary educational institution (each, a "**School**"), Distributor shall require the School to represent and warrant that (i) the School has the authority to provide student personal information to Adobe, or to authorize Adobe to collect student personal information through the Software, and (ii) the School has provided appropriate disclosures to, and obtained consents from, the School's end users, the parents or guardians of students, or any other required individual regarding the School's use of the Software, to the extent such disclosures or consents are required by applicable law or by any agreement to which the School is a party.

2.5 Restrictions.

- (A) No Unauthorized Distribution. Unless Distributor has separate written permission from Adobe, it will not distribute the Software in any manner not permitted under the Agreement.
- (B) No Transfer. Distributor may not rent, lease, sublicense, assign, or transfer its rights under this Agreement, or authorize all or any portion of the Software to be copied except as may be expressly permitted herein.
- (C) Default Updater Settings. Distributor may not modify the default updater settings of the Software. As an exception to this prohibition, an IT administrator may modify the default updater settings of copies of the

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- (D) No Modification, No Reverse Engineering. Distributor may not modify, port, adapt, translate, or create derivative works based upon the Software in any way, including without limitation, removal of the installer program, electronic end user license agreement, "About" section, or any copyright or other proprietary notice that appears in the Software. Distributor shall not reverse engineer (including but not limited to monitoring or tracking the inputs and outputs flowing through a system or an application in order to recreate that system), decompile, disassemble, or otherwise attempt to discover the source code, data representations or underlying algorithms, processes, methods, and any other portion of the Software. If the laws of Distributor's jurisdiction give Distributor the right to decompile the Software to obtain information necessary to render the licensed portions of the Software interoperable with other software, Distributor must first request such information from Adobe. Adobe may, in Adobe's discretion, either provide such information to Distributor or impose reasonable conditions, including a reasonable fee, on Distributor's decompilation of the Software to ensure that Adobe and Adobe's suppliers' proprietary rights in the Software are protected. In addition, only Distributor or someone else entitled to use a copy of the Software on its behalf may perform the decompilation. Any information supplied by Adobe or obtained by Distributor, as permitted hereunder, may only be used by Distributor 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.
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3. TRADEMARK USE

3.1 Adobe grants to Distributor and Distributor accepts, a worldwide, non-exclusive, non-transferable, personal right to use and distribute, under the terms of this Agreement, the “Includes Adobe Acrobat Reader DC” button for print media or such additional or replacement button(s) or logos as Adobe may provide under this agreement (the “Trademarks”). Distributor may use the Trademarks solely in conjunction with the permitted forms of distribution of the Software specified in Section 2 of this agreement, so long as such use also complies with (as applicable) the:

- (A) “Includes Adobe Acrobat Reader DC’ Button Guidelines” at <https://www.adobe.com/legal/agreement.html>;
- (B) Any additional guidelines provided by Adobe to Distributor in writing; and
- (C) the “General Trademark Guidelines” at <https://www.adobe.com/legal/permissions/trademarks.html>.

Use of the Trademarks does not give Distributor any right, title, or interest in the Trademarks, other than the license rights granted herein. Distributor may not assign, transfer or sublicense any trademark right granted herein without the prior written consent of Adobe. Distributor agrees not to use the Trademarks in any way that will disparage Adobe or its products, injure Adobe’s reputation for high quality or otherwise diminish or damage Adobe’s goodwill in the Trademarks or infringe Adobe’s intellectual property. Distributor acknowledges the validity of the Trademarks and Adobe’s sole ownership of the Trademarks, and that Adobe retains all right, title, and interest in and to the Trademarks. Distributor recognizes the value of the goodwill associated with the Trademarks and acknowledges that such goodwill inures exclusively to the benefit of and belongs to Adobe. Distributor will employ best efforts to use the Trademarks in a manner that does not derogate from Adobe’s rights in the Trademarks and will take no action that will interfere with or diminish Adobe’s rights in the Trademarks. Distributor may not use the Trademarks in any way as an endorsement or sponsorship by Adobe of any product or service. Distributor agrees not to adopt or use a trademark, service mark, or any other designation confusingly similar to the Trademarks. Further, Distributor agrees to use the Trademarks only in connection with products that:

- (A) meet or exceed all applicable U.S. and foreign labeling and packaging laws and regulations;
- (B) are advertised in compliance with all applicable U.S. and foreign fair advertising laws and regulations;
- (C) comply with all other applicable U.S. and foreign laws and regulations;
- (D) support Adobe products if indicated on packaging and/or advertising materials for Distributor’s products;
- (E) are of a quality and reputation consistent with the high quality of Adobe products and services; and
- (F) are advertised in a manner consistent with industry standards.

Distributor will notify Adobe of the locations of its use of the Trademarks and furnish Adobe with suitable specimens of such use. Pursuant to Section 8, Adobe may request copies of Distributor Product to determine if uses of the Trademarks are appropriate; Distributor may not disseminate Distributor Product if Adobe does not approve the uses. Distributor will assist in monitoring and maintaining the quality and form of use of the Trademarks. Adobe may review Distributor’s use of the Trademarks at any time to evaluate its compliance with the quality standards described in this agreement. If at any time Adobe determines that Distributor is not maintaining adequate quality standards, Distributor is in breach of this agreement and subject to the termination provisions of in Section 13. Distributor must immediately remedy any material deficiencies in its use of the Trademarks upon reasonable notice from Adobe. Adobe makes no warranties of any kind, either express or implied, with respect to the Trademarks. Adobe will not be liable to Distributor for any consequential, incidental,

or special damages (including loss of business profits) arising from or related to Distributor's use of the Trademarks, even if Adobe has been advised of the possibility of such damages. If Adobe provides Distributor with a substitute Trademark(s), Distributor will bear all liability for continued use of the previous Trademark(s).

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4. INDEMNIFICATION

Distributor agrees to indemnify, hold harmless and defend Adobe and our subsidiaries, affiliates, officers, agents, employees, partners, and licensors from and against any claims, demands, actions, damages, loss, expenses, and costs, including attorneys' fees, that arise out of or result from (i) Distributor's reproduction or distribution of the Software, (ii) Distributor's breach of this Agreement, or (iii) Distributor's use or distribution of the Trademark(s); provided, however, that Distributor's indemnification obligation will not apply to claims or lawsuits arising out of a claim that either the Software, by itself or in combination with software or hardware not provided by Distributor, or the Trademark(s), infringes any third party patent, copyright, trademark, or other intellectual property right. For the avoidance of doubt, the foregoing exception will not apply to claims arising out of the combination of the Software or Trademark(s) with other software provided by Distributor. Adobe has the right to control the defense of any claim, action, or matter subject to indemnification by you with counsel of our own choosing. Adobe will give Distributor prompt written notice of any claim or lawsuit to which Distributor's indemnification obligation applies. Distributor must fully cooperate with Adobe, at Distributor's expense, in defending or settling any such claim, action, or matter.

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6. CONSIDERATION

Where Distributor distributes the Software to anyone other than its employees and Contractors, then during the Term, Distributor will comply with the marketing, branding and promotional requirements outlined in Exhibit B as well as the guidelines provided in Section 3 (Trademark Use).

7. TECHNICAL SUPPORT

Adobe is not obligated to provide any support to Distributor, its distributors, or end-users. For information on technical support for Adobe Acrobat Reader DC, please visit Adobe's community forum (available at <https://community.adobe.com/> or a successor website hereto).

8. COPIES OF PRODUCT TO ADOBE

At Adobe's request Distributor will provide Adobe 2 copies of Distributor Product or 1 membership to Distributor Service free of charge within 72 hours of Adobe's request. This will facilitate resolving potential quality assurance issues brought to Adobe's attention with Distributor's incorporation of Software. In the event Distributor Product or Distributor Service contains Distributor confidential information, Adobe will cooperate with entering into a confidentiality agreement with Distributor.

9. LIMITATION OF LIABILITY

IN NO EVENT WILL ADOBE OR ITS SUPPLIERS BE LIABLE TO DISTRIBUTOR FOR ANY DAMAGES, CLAIMS OR COSTS WHATSOEVER ARISING FROM THIS AGREEMENT AND/OR DISTRIBUTOR'S USE OF THE SOFTWARE, INCLUDING WITHOUT LIMITATION ANY CONSEQUENTIAL, INDIRECT, OR 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 DISTRIBUTOR'S JURISDICTION. IN ANY EVENT, ADOBE'S AGGREGATE LIABILITY AND THAT OF ITS SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO FIFTY U.S. DOLLARS (\$50.00).

10. WARRANTY DISCLAIMER

THE SOFTWARE AND OTHER INFORMATION LICENSED IN THIS AGREEMENT IS MADE AVAILABLE TO DISTRIBUTOR "AS IS". NEITHER ADOBE NOR ITS SUPPLIERS MAKE ANY WARRANTY AS TO ITS USE OR PERFORMANCE. ADOBE AND ITS SUPPLIERS DO NOT WARRANT THE PERFORMANCE OR RESULTS OBTAINED BY USING THE SOFTWARE. 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 ANY MATTER INCLUDING WITHOUT LIMITATION NONINFRINGEMENT OF ANY PARTY'S RIGHTS, MERCHANTABILITY, INTEGRATION, SATISFACTORY QUALITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. DISTRIBUTOR MAY BE ENTITLED TO WARRANTIES UNDER LAW IN ITS JURISDICTION. THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

11. EXPORT RULES

Distributor agrees, and will ensure that its distributors and resellers 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, Distributor represents and warrants that Distributor is not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Syria, Sudan, Cuba, and North Korea) and that Distributor is not otherwise prohibited under the Export Laws from distributing the Software. All rights granted under this Agreement are granted on condition that such rights are forfeited if Distributor fails to comply with the terms of this Agreement.

12. GOVERNING LAW

- 12.1** *North America.* If Distributor resides (or is headquartered, if Distributor is a business) in North America (inclusive of United States, Canada, Mexico, United States territories and possessions, and United States military bases wherever located), then this Agreement shall be governed by and construed pursuant to the laws of California, U.S.A., unless preempted by U.S. federal law, regardless of conflict of law rules. Distributor irrevocably consents to the exclusive jurisdiction and venue of the courts in Santa Clara County, California.
- 12.2** If Distributor resides outside of North America, this Agreement shall be governed by and construed pursuant to the laws of Ireland. Distributor irrevocably consents to the exclusive jurisdiction and venue of the courts in Dublin, Ireland.
- 12.3** Notwithstanding any provision in this Agreement, Adobe or Distributor 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.

13. TERM AND TERMINATION

- 13.1** The term of this Agreement is for one year from the Effective Date ("**Term**") unless terminated earlier pursuant to this Section 13. Adobe has the right to terminate this Agreement, in whole or part:
- (A) without cause upon 30 days written notice; or
 - (B) immediately if Distributor fails to comply with any term of this Agreement.
- 13.2** Upon any such termination, Distributor must cease all reproduction and distribution of the Software, any use of

the Trademarks, and, upon request from Adobe, destroy all copies of the Software in Distributor's possession along with certification of such destruction. However, except in the case of a breach of Section 2, Section 3, or Section 5, Distributor will have a reasonable period of time, not to exceed 90 days, to sell copies of the Distributor Product then in its inventory and to use the then-current version of the Software to the extent necessary for Distributor to support its end users.

14. NOTICE

All requests and notices given under this Agreement will be in writing and will be and will be emailed to contractnotifications@adobe.com or by personal delivery or by certified or registered mail, return receipt requested (or in the case of notices from Adobe to Distributor, by e-mail) and will be deemed given upon personal delivery, 5 days after deposit in the mail, or upon sending of electronic transmission. Notices from Distributor to Adobe will be sent to the following address: Adobe Inc., 345 Park Avenue, San Jose, California 95110, Attention: General Counsel. Notices from Adobe to Distributor will be sent to the address Distributor provides to Adobe with this Agreement. Distributor warrants that the personal information it provides with this Agreement is accurate and current as of the date Distributor provided such information.

15. 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 will 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 Distributor by Adobe with additional or different terms. This is the entire Agreement between Adobe and Distributor for reproduction and distribution of the Software and it supersedes any prior representations, discussions, undertakings, communications, or advertising relating to the Software.

16. NOTICE TO GOVERNMENT DISTRIBUTORS

For U.S. Government Distributors, 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.

17. AUDIT RIGHT

Distributor agrees that upon request from Adobe or Adobe's authorized representative, Distributor will within 30 days fully document and certify that Distributor is in conformity with the terms and conditions of this Agreement. During the Term of this Agreement, Distributor will use commercially reasonable efforts to maintain a complete, clear, and accurate record of the number of copies of the Software it distributes during each calendar quarter in a manner sufficient to allow Adobe to verify compliance with the terms and conditions of this Agreement. Adobe has the right to inspect and audit all Distributor relevant books and records relating to the reproduction and distribution of the Software. Information obtained in connection with the audit will only be used to enforce Adobe's rights and determine whether Distributor is in compliance with the terms and conditions of this Agreement. Any such audit may be conducted upon not less than 7 days' notice at Distributor's offices during regular business hours and in such a manner as not to unreasonably interfere with Distributor's normal business activities.

[Intentionally left blank.]

EXHIBIT A

1. Distributor Information

Distributor Name:	
Address (including City, State, and/or Country of Incorporation):	
Distributor contact name, email address, and phone number:	

2. Software

Adobe Acrobat Reader DC	
Description of Distributor Product or Service:	
Authorized Operating System(s) and platform(s):	
Number of end-users to which Software is distributed to:	
Authorized manner of distribution:	