

## **ADOBE READER FOR MOBILE DEVICES DISTRIBUTION AGREEMENT**

This Adobe Reader for Mobile Devices Distribution Agreement (“Agreement”) is effective as of the date last signed below and is between Adobe Systems Incorporated, a Delaware corporation having a place of business at 345 Park Avenue, San Jose, CA 95110-2704 (“Adobe Systems”), and the entity identified in Exhibit A (“Distributor”).

### **1. 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.

### **2. Definitions.**

“Adobe” means Adobe Systems Incorporated, a Delaware corporation, 345 Park Avenue, San Jose, California 95110, if Distributor is located in the United States, Canada or Mexico; 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 distributor of Adobe Systems Incorporated.

“Authorized Operating System(s)” means the mobile device operating system(s) identified in Exhibit A.

“Distributor Product” or “Distributor Service” means Distributor product or service identified in Exhibit A.

“Effective Date” means the date that Adobe confirms its acceptance of this agreement in writing to Distributor.

“Mobile Device” shall mean a hardware product which is designed and marketed with the primary purpose of operating on a cellular or other wireless network and which runs one of the enumerated Authorized Operating Systems.

“Software” means Adobe® Reader® for Mobile Devices and Updates to that software product provided to Distributor by Adobe for distribution under this agreement.

“Updates” means upgrades, modified versions, updates, additions, and copies to or of the Software provided to Distributor by Adobe for distribution under this agreement.

### **3. License, Requirements, Restrictions.**

3.1 License. Subject to the terms of this agreement, including the requirements and restrictions below, and only for purposes of achieving the distribution described in Exhibit A, Adobe grants Distributor a non-exclusive, non-transferable, worldwide, royalty-free license to reproduce and distribute the Software, in all cases solely for the complete installation and use of the unmodified Software on the Authorized Operating Systems.

3.2 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 Mobile Devices;
- (b) Distribute the Software to all its employees and contractors;
- (c) Distribute the Software only as a part of or with Distributor Product or Distributor Service (i) 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, (ii) on physical media (such as flash memory, etc.) and (iii) through any public online marketplace it may establish where applications designed to work with the Authorized Operating System are made

available to the public. Any such marketplace shall be deemed a Distributor Service for the purposes of this agreement.

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

### 3.3 Requirements.

(a) Distributable Version, Access. Distributor will distribute only the version of the Software (with its corresponding installer) provided to Distributor by Adobe upon completion of this agreement for use on the specific Authorized Operating System listed in Exhibit A. Distributor will not distribute any version of the Software found elsewhere. Adobe may provide Distributor with access to the distributable version of the Software via electronic download at a specified non-public website. Distributor shall not disclose the location of such website to any third party. Notwithstanding the foregoing, Distributor may distribute Updates to Software that are made available by Adobe at <http://www.adobe.com/go/updates> or any successor website or are provided directly to Distributor by Adobe.

(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 upon the earlier of (i) the next release of the product or service with which Distributor bundles the Software, or (ii) six (6) months from the date Adobe makes such new version of the Software commercially available. As used in this section, “new version” means a major new release of the Software. Adobe may notify Distributor when new versions are released. Adobe may also immediately release any “new version” on any marketplace, website or other media that supports or targets users of the Authorized Operating System or Mobile Devices.

(c) Sublicensing Requirements. Distributor will distribute, and will ensure that its distributors and resellers distribute, the Software under the Adobe end user license agreement accompanying the Software. 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. If no such agreement accompanies the Software, Distributor shall 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. Distributor shall not grant any rights in the Software under a license that (A) allows modification of the Software, (B) requires the disclosure or distribution of the Software in source code form, or (C) allows the distribution of the Software for a fee. Distributor shall not make any warranty, express or implied, on behalf of Adobe.

### 3.4 Restrictions.

(a) No Unauthorized Distribution. Unless Distributor has separate written permission from Adobe, it will not distribute the Software in any manner not permitted by Section 3.2 or 3.3. For example, Distributor shall not distribute any installer or installer files in any manner not permitted by such sections.

(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 shall not modify the default updater settings of the Software.

(d) No Modification, No Reverse Engineering. Distributor shall not modify, 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” screen, or any copyright or other proprietary notice that appears in the Software. Distributor shall not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Software. If Distributor is located in the European Union, please refer to the additional terms in Section 17 of this agreement under the header “European Union Provisions”.

(e) Additional Restrictions.

(i) Conversion Restrictions. Distributor shall not integrate or use the Software with any other software, plug-in, or enhancement that uses or relies upon the Software when converting or transforming PDF files into other file formats (e.g., a PDF file into a TIFF, JPEG, or SVG file).

(ii) Plug-in Restrictions. Should it be made available, Distributor is not authorized to integrate or use the Software with any plug-in software not developed in accordance with Adobe policies.

(iii) Disabled Features. If the Software contains features and functionalities that are hidden or appear disabled or “grayed out,” this indicates the document contains disabled features will activate only when opening a PDF document that was created using technology keys available only from Adobe. If present, Distributor shall not access, or attempt to access, or duplicate the functionality of such disabled features without a valid key, nor will Distributor otherwise circumvent the technology that controls activation of such features.

#### **4. Trademark Use.**

Adobe hereby 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® Reader®” button (the “Trademark”). Distributor may use the Trademark solely in conjunction with the permitted forms of distribution of the Software specified in Section 3 of this agreement. 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 Trademark 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 Trademark or infringe Adobe’s intellectual property. Distributor acknowledges the validity of the Trademark and Adobe’s sole ownership of the Trademark, and that Adobe retains all right, title, and interest in and to the Trademark. Distributor recognizes the value of the goodwill associated with the Trademark, and acknowledges that such goodwill inures exclusively to the benefit of and belongs to Adobe. Distributor shall employ best efforts to use the Trademark in a manner that does not derogate from Adobe’s rights in the Trademark and will take no action that will interfere with or diminish Adobe’s rights in the Trademark. Distributor may not use the Trademark 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 Trademark. Further, Distributor agrees to use the Trademark 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 so 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. Upon reasonable request from Adobe, Distributor shall notify Adobe of the locations of its use of the Trademark and furnish Adobe with suitable specimens of such use. If Adobe so requests, Distributor agrees to submit to Adobe any uses of the Trademark for Adobe’s approval prior to the dissemination of these materials, such approval not to be unreasonably withheld. Distributor agrees to undertake such steps as Adobe may reasonably request to assist in monitoring and maintaining the quality and form of use of the Trademark. Adobe may review Distributor’s use of the Trademark 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 shall be considered in breach of this agreement and subject to the termination provisions of Section 13. Distributor must immediately remedy any material deficiencies in its use of the Trademark upon reasonable notice from Adobe. Adobe makes no warranties of any kind, either express or implied, with respect to the Trademark. 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 Trademark, even if Adobe has been advised of the possibility of such damages. If Adobe provides Distributor with a substitute Trademark(s), Distributor shall bear all liability for continued use of the previous Trademark(s).

#### **5. Indemnification.**

Distributor agrees to indemnify, hold harmless and defend Adobe from and against any claims, lawsuits, damages, expenses, and costs, including attorneys’ fees, that arise or result from Distributor’s reproduction or distribution of the Software, Distributor’s breach of this agreement, or 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 provided by a party other than Distributor, or the Trademark(s), infringes any third party patent, copyright, trademark, or other intellectual property right. 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 will give Distributor prompt written notice of any claim or lawsuit to which

Distributor's indemnification obligation applies and cooperate with Distributor, at Distributor's expense, in defending or settling such claim or lawsuit.

## **6. Intellectual Property Ownership, Copyright Protection.**

The Software and any authorized copies that Distributor makes are the intellectual property of and are owned by Adobe Systems Incorporated and its suppliers. The structure, organization, and code of the Software are the valuable trade secrets and confidential information of Adobe Systems Incorporated 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 Distributor any intellectual property rights in the Software and all rights not expressly granted are reserved by Adobe and its suppliers.

## **7. Consideration.**

Where Distributor distributes the Software to anyone other than its employees and contractors, then during the Term, Distributor will provide Adobe with marketing consideration as outlined below and in accordance with the guidelines provided in Section 4.

7.1 Copyright and Trademark Notice Placement. Distributor shall not remove the copyright and Trademark from the Software. For purposes of this agreement, copyright and trademark languages shall mean: Adobe® Reader for [Authorized Operation System]. Copyright © 1996 - 2010. Adobe Systems Incorporated. All Rights Reserved.

7.2 Installation and Start-up Attribution. Distributor, at its discretion, may make the applicable Trademark visible and readable during the installation and start-up screens of Distributor Product or Service.

7.3 Website Promotion. Distributor, at its discretion, may place the appropriate Trademark in the top-level 'features' page on Distributor's website in a manner consistent with the other marketing features of Distributor Product. Logos must link to the URLs provided in the attribution text.

7.4 Attribution. Distributor will use commercially reasonable efforts to include, in a manner consistent with branding of other third party products contained within the Mobile Device, the "Powered by Adobe Reader" logo, (or similar statements to be provided by Adobe), in the following materials: (A) Mobile Device public product specifications, in electronic or hardcopy form, (B) Mobile Device user guides and manuals, in electronic or hardcopy form, (C) Mobile Device consumer packaging materials, and (D) marketing material promoting the Mobile Device including, but not limited to, press releases and Distributor's website.

7.5 Use of Distributor Name. Distributor will allow Adobe to use Distributor's name and corporate and product logos ("Distributor Trademarks"), a color image of the Mobile Device, and a description of the Mobile Device as delivered by Distributor, on Adobe's web site, for use in Adobe marketing and promotional materials, including, but not limited to, press releases, event presentations, web site announcements or lists, reviewers' guides, advertisements, product datasheets, product packaging, and developer kits. Distributor hereby grants a royalty-free, non-exclusive, worldwide, non-transferable license to Adobe to use the Distributor Trademarks solely in conjunction with the promotion of Distributor, Mobile Device, and Software distributed by Distributor hereunder. Adobe will not challenge Distributor's exclusive rights to such Distributor Trademarks or assert their invalidity in any proceeding. Adobe's use of such Distributor Trademarks will not create in Adobe any right, title, or interest in or to such Distributor Trademarks, and all goodwill arising from Adobe's use of such Distributor Trademarks will inure to the benefit of Distributor. Adobe will use the Distributor Trademarks only as specified in Distributor's Trademark usage guidelines provided to Adobe by Distributor, as may be amended from time to time in Distributor's sole discretion.

7.6 Press Release. Distributor and Adobe may issue a worldwide joint press release or each party may issue individual press releases announcing the parties' execution of this Agreement including executive level quotes. However, no party will issue any press release or publicity related to this Agreement without the prior written consent of the other party.

7.7. Tracking. Distributor will use commercially reasonable efforts to track and maintain documentation of the number or copies of the Software it distributes and shall provide such documentation to Adobe no more often than once per quarter.

## **8. Technical Support.**

Adobe shall not be obligated to provide any support to Distributor, its distributors, or end-users. For information on technical support for the Software, see <http://www.adobe.com/support/reader/>.

#### **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). Nothing contained in this agreement limits Adobe's or its suppliers' liability to distributor in the event of death or personal injury resulting from 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.

#### **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.**

This agreement will be governed by and construed in accordance with the substantive laws in force in the State of California and the competent courts of Santa Clara County, California 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.

#### **13. Term.**

The term of this agreement will be for one (1) year from the Effective Date unless terminated earlier pursuant to this Section 13. Adobe has the right to terminate this agreement (a) without cause upon ninety (90) days written notice or (b) immediately if Distributor fails to comply with any term of this agreement. Upon any such termination, Distributor must cease all reproduction and distribution of the Software, any use of the Trademark, 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 3 or 6, 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 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, five (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 Systems Incorporated, 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 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 Distributor by Adobe with additional or different terms. This is the entire agreement between Adobe and Distributor relating to reproduction and distribution of the Software and it supersedes any prior representations, discussions, undertakings, communications, or advertising relating to the Software.

#### **16. Notice to U.S. 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. European Union Provisions.**

Nothing included in this agreement shall limit any non-waivable right to decompile the Software that Distributor may enjoy under mandatory law. For example, if Distributor is located in the European Union (EU), it 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 Distributor has first asked Adobe in writing to provide the information necessary to achieve such interoperability and Adobe has not made such information available. In addition, only Distributor or someone else entitled to use a copy of the Software on its behalf may perform decompilation. Adobe has the right to impose reasonable conditions before providing such information. 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.

#### **18. Audit Right.**

Distributor agrees that upon request from Adobe or Adobe's authorized representative, Distributor will within thirty (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 shall have 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 shall be conducted upon not less than seven (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.

IN WITNESS WHEREOF, the undersigned have read, understood and executed this Adobe Reader for Mobile Devices Distribution Agreement and agree to be bound by its provisions as of the Effective Date.

Adobe Systems Incorporated

\_\_\_\_\_  
**“Adobe”**

\_\_\_\_\_  
**“Distributor”**

**By:**

\_\_\_\_\_  
**Signature**

**By:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**EXHIBIT A**

1.1 Distributor's Legal Name and Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1.2 Description of Distributor Product(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1.3 Authorized Operating System(s) and platform(s): **Android OS (V2.1 and Above)**

1.4 How many end users per calendar year will Distributor be distributing to? \_\_\_\_\_

1.5 How does Distributor intend to distribute the Adobe Software? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_