

Dear Developer,

Thank you for your interest in the Adobe Acrobat™ Logos. Attached is the Acrobat Logo License Agreement. Please complete this agreement and return it to us by mail to the following applicable address:

**U.S.**

Adobe Developers Association  
Attn: Debbie Dahl  
1585 Charleston Road  
Mountain View, CA 94039-7900

**Europe**

Adobe Developers Association  
Europlaza  
Hoogoorddreef 54a  
1101 BE Amsterdam Z.O.  
The Netherlands

We must have the original, signed copy of this agreement (a facsimile is not sufficient for legal purposes).

Please include your fax number on the agreement as well as your telephone number.

Upon receipt of this agreement we will send you the Acrobat Logo License Kit containing artwork and guidelines for use. We will also fax you back a completed version of the agreement (with Adobe's signature) for your files.

If you have any questions about the use of the Acrobat logos, please feel free to contact us at:

U.S.: (415) 961-4111 or send email to: [devsup-person@adobe.com](mailto:devsup-person@adobe.com)

Europe : +31-20-6511-355 or send email to: [eurosupport@adobe.com](mailto:eurosupport@adobe.com)

Sincerely,

The Adobe Developers Association

# LOGO LICENSE AGREEMENT

This Logo License Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 199\_ ("Effective Date"), by and between Adobe Systems Incorporated, a California corporation ("Adobe"), and \_\_\_\_\_, a \_\_\_\_\_ corporation ("COMPANY") whose address is \_\_\_\_\_.

The parties hereby agree as follows:

## 1. DEFINITIONS

For purposes of this Agreement the following terms shall have the following meanings:

(a) "Logo" shall mean the Adobe™ Acrobat™ logo depicted in the attached Exhibit A or any substitute logo provided to Company hereunder.

(b) "Product" shall mean the COMPANY product or products listed below (including any updates or upgrades) which meet the applicable Adobe Acrobat compatibility criteria set forth herein:

\_\_\_\_\_  
\_\_\_\_\_

## 2. LICENSE GRANT AND RESTRICTIONS

(a) Adobe hereby grants to COMPANY a worldwide, non-exclusive, non-transferable, personal right to use the Logo solely in conjunction with Product in the manner described in Adobe's Acrobat signature guidelines and in accordance with the terms and conditions of this Agreement.

(b) All rights not expressly granted are reserved by Adobe. COMPANY acknowledges that nothing in this Agreement shall give it any right, title or interest in the Logo, other than the license rights granted herein. COMPANY may not use or reproduce the Logo in any manner whatsoever other than as described in Adobe's Acrobat signature guidelines.

(c) COMPANY shall not assign, transfer or sublicense this Agreement (or any right granted herein) in any manner without the prior written consent of Adobe.

## 3. QUALITY, INSPECTION, AND APPROVAL

(a) COMPANY agrees to maintain the quality of Product and Product updates or upgrades used in conjunction with the Logo at a level that meets or exceeds industry standards and at least commensurate with the quality of Product previously distributed by COMPANY.

(b) COMPANY shall supply Adobe with suitable specimens of the Product and COMPANY'S use of the Logo in connection with the Product at any time upon reasonable notice from Adobe. Adobe shall review COMPANY'S use of the Logo periodically to evaluate COMPANY'S compliance with the quality standards described in this Agreement.

(c) COMPANY shall remedy any deficiencies in its use of the Logo, conformance to the Adobe Acrobat compatibility criteria, and/or the quality of Product used in conjunction with the Logo, upon reasonable notice from Adobe.

(d) COMPANY represents and warrants that the Product meets at least one of the following Adobe Acrobat compatibility criteria:

(i) COMPANY'S Product generates PostScript language files which use the pdf mark operator in their output;

(ii) COMPANY'S Product recognizes pdf files and permits an end user who owns the Acrobat Reader or Acrobat Exchange products to launch such products from within COMPANY'S Product to open a pdf file;

(iii) COMPANY'S Product uses Apple Events or DDE to control the Acrobat Reader or Distiller™ products;

(iv) COMPANY'S Product generates pdf files as output;

(v) COMPANY'S Product includes a file translator that converts pdf files either to or from another file format; or

(vi) COMPANY'S Product includes calls to the application programmers interface in the Acrobat Reader, Distiller or Exchange products.

COMPANY shall indemnify, defend, and hold harmless Adobe from and against any claims relating to the Product, including user claims regarding the Product's incompatibility with the Adobe Acrobat products.

#### 4. IDENTIFICATION AND USE

(a) COMPANY shall mark every use of the Logo with the symbol™ and shall include the following trademark attribution: *Adobe, Acrobat and the Acrobat logo are trademarks of Adobe Systems Incorporated which may be registered in certain jurisdictions.*

(b) COMPANY acknowledges Adobe's ownership of the Logo. COMPANY shall employ best efforts to use the Logo in a manner that does not derogate from Adobe's rights in the Logo and will take no action that will interfere with or diminish Adobe's rights in the Logo. COMPANY agrees that all use of the Logo by COMPANY will inure to the benefit of Adobe. COMPANY may not use the Logo in any way as an endorsement or sponsorship of the Product by Adobe.

#### 5. WARRANTY, INDEMNIFICATION, AND LIMITATION OF LIABILITY

(a) Adobe represents and warrants that use of the Logo in the United States does not infringe any United States trademark.

(b) Subject to 5(c) below, Adobe agrees to indemnify, defend, and hold COMPANY harmless from and against any and all damages, costs, and expenses (including reasonable attorneys' fees) incurred in connection with a claim which, if true, would constitute a breach of the foregoing warranty, provided Adobe is notified promptly in writing of any applicable infringement claim and Adobe has sole control

over its defense or settlement, and COMPANY provides reasonable assistance in the defense of the same. Following notice of an infringement claim, Adobe may at its expense, without obligations to do so, provide COMPANY with a substitute logo for use under the terms and conditions of this Agreement. If Adobe provides COMPANY with a substitute logo hereunder, COMPANY shall bear all liability for continued use of the previous Logo.

(c) ADOBE MAKES NO OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE LOGO. IN NO EVENT SHALL ADOBE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES (INCLUDING LOSS OF BUSINESS PROFITS) ARISING FROM OR RELATED TO COMPANY'S USE OF THE LOGO, EVEN IF ADOBE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 6. TERM OF AGREEMENT

(a) The term of this Agreement shall be for a period of three (3) years from the Effective Date; provided however, that Adobe shall have the right to terminate this Agreement with or without cause upon thirty (30) days prior written notice.

(b) From and after termination or expiration of this Agreement, COMPANY shall cease and desist from all use of the Logo. However, unless the Agreement is terminated for breach, COMPANY may distribute then-existing units of the Product containing the Logo for a period of a ninety (90) days from the termination date.

#### 7. NOTICES

All notices and other communications under this Agreement shall be in writing and shall be deemed given if delivered personally, mailed by registered or certified mail, return receipt requested, or sent by telecopy with a receipt confirmed by telephone, to the parties at the following addresses or to such other addresses as a party may from time to time notify the other parties.

Adobe: Adobe Systems Incorporated  
1585 Charleston Road  
Mountain View, Ca 94043

Attention: \_\_\_\_\_

With Copy To: General Counsel

COMPANY: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Attention:  
Telephone:

8. ENTIRE AGREEMENT; AMENDMENT

Adobe providing this Agreement to COMPANY does not constitute an offer by Adobe. Upon execution by both Adobe and COMPANY, this Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and shall supersede and merge all prior and contemporaneous communications. It shall not be amended except by a written agreement subsequent to the Effective Date and signed on behalf of the parties by their respective authorized representatives.

9. GOVERNING LAW; ATTORNEY'S FEES

This Agreement shall be governed by and construed in accordance with the laws of the

State of California. COMPANY hereby consents to jurisdiction and venue in the state and federal courts sitting in the State of California. If either party employs attorneys to enforce any rights arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and other expenses.

10. MISCELLANEOUS

Section headings are used in this Agreement for convenience of reference only and shall not affect the meaning of any provision of this Agreement. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. If any provision of this Agreement (or any other agreements incorporated herein) shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture or agency relationship or as granting a franchise. This Agreement includes Exhibit A which is hereby incorporated by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ADOBE SYSTEMS INCORPORATED

COMPANY \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT A





# LOGO LICENCE AGREEMENT

This Logo License Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 199\_, by and between Adobe Systems Europe B.V. ("Adobe"), and \_\_\_\_\_, a \_\_\_\_\_ corporation ("COMPANY") whose address is \_\_\_\_\_

The parties hereby agree as follows:

## 1. DEFINITIONS

For purposes of this Agreement the following terms shall have the following meanings:

- (a) "Adobe's Acrobat Signature Guidelines" shall mean the guidelines for use of the logo by COMPANY as set forth in Annex B hereto.
- (b) "Agreement" shall mean this Agreement together with the Annexes attached hereto.
- (c) "Logo" shall mean the Adobe™ Acrobat™ logo depicted in the attached Annex A or any substitute logo provided to COMPANY hereunder.
- (d) "Product" shall mean the COMPANY product or products (including any upgrades or updates) listed in Annex C hereto.
- (e) "Effective Date" shall mean the date on which the last party signs this Agreement.

## 2. LICENCE

- (a) Adobe hereby grants to COMPANY a world-wide, non-exclusive, non-transferable licence to use the Logo solely in conjunction with Product in the manner described in Adobe's Acrobat Signature Guidelines as attached to this Agreement as Annex B and in accordance with the terms and conditions of this Agreement.
- (b) Any and all intellectual property rights, whether registered or not, with respect to the logo remain the exclusive property, right, title and interest of Adobe. All rights not expressly granted are reserved by Adobe. COMPANY acknowledges that nothing in this Agreement shall give it any right, title or interest in the Logo, other than the licence rights granted herein. COMPANY may not use or reproduce the Logo in any manner whatsoever other than as described in Adobe's Acrobat Signature Guidelines.
- (c) COMPANY shall not assign, transfer or sublicense this Agreement (or any right granted herein) in any manner without the prior written consent of Adobe.

## 3. QUALITY, INSPECTION, AND APPROVAL

- (a) COMPANY represents and warrants that the quality of its Product(s), as well as any updates or upgrades thereof, is at the date of execution of this Agreement, and shall continue to be, at a level that meets or exceeds industry standards and at least commensurate with the quality of Product(s) previously distributed by COMPANY as described in Annex C.
- (b) COMPANY shall supply Adobe with suitable specimens of the Product and COMPANY'S use of the Logo in connection with the Product at any time upon reasonable notice from Adobe. Adobe shall review COMPANY'S use of the Logo periodically to verify COMPANY'S compliance with the terms and conditions of this Agreement, the quality standards as set forth in Annex C of this Agreement including.

(c) In addition to the warranty specified in paragraph 3(a) above, COMPANY represents and warrants that the Product and any updates or upgrades thereof meet at least one of the following Adobe Acrobat compatibility criteria:

- (i) COMPANY'S Product generates PostScript language files which use the Portable Document Format ["pdf"] mark operator in their output;
  - (ii) COMPANY'S Product recognises pdf files and permits an end user who owns the Acrobat Reader or Acrobat Exchange products to launch such products from within COMPANY'S Product to open a pdf file;
  - (iii) COMPANY'S Product uses Apple Events or DDE to control the Acrobat Reader or Distiller™ products;
  - (iv) COMPANY'S Product generates pdf files as output;
  - (v) COMPANY'S Product includes a file translator that converts pdf files either to or from another file format; or
  - (vi) COMPANY'S Product includes calls to the application programmers interface in the Acrobat Reader, Distiller or Exchange products.
- (d) COMPANY shall indemnify, defend, and hold harmless Adobe and its affiliates from and against any and all claims relating to the Product, including user claims regarding the Products compatibility with the Adobe Acrobat products. The obligations of this article 3(e) shall survive termination or expiration of this Agreement.

#### 4. IDENTIFICATION AND USE

- (a) COMPANY shall mark every use of the Logo with the symbol "™" and shall include the following trademark attribution: *Adobe, Acrobat and the Acrobat logo are trademarks of Adobe Systems Incorporated which are registered in most jurisdictions.*
- (b) COMPANY shall use the Logo in a manner that does not derogate from Adobe's rights in the Logo and will take no action that will interfere with or diminish Adobe's rights in the Logo. COMPANY agrees that all use of the Logo by COMPANY will inure to the benefit of Adobe. COMPANY may not use the Logo in any way as an endorsement or sponsorship of the Product by Adobe.

#### 5. WARRANTY, INDEMNIFICATION, AND LIMITATION OF LIABILITY

- (a) Adobe represents and warrants that use of the Logo in the European Union, which shall, for the purposes of this Agreement, be comprised of the full members as at the date of execution of this Agreement ("EU"), or in the United States does not infringe any EU trademark or United States trademark.
- (b) Subject to 5(c) below, Adobe agrees to indemnify, defend, and hold COMPANY harmless from and against any and all damages, costs, and expenses (including reasonable attorneys' fees) incurred in connection with a claim which, if true, would constitute a breach of the foregoing warranty, provided Adobe is notified promptly in writing of any applicable infringement claim, COMPANY makes no admission of liability, Company gives Adobe the exclusive right to control and direct investigation, preparation and defence and settlement of any claim, suit or proceeding, and COMPANY provides reasonable assistance in the defence of the same. Following notice of an infringement claim, Adobe may at its expense, without obligations to do so, provide COMPANY with a substitute logo for use under the terms and conditions of this Agreement. If Adobe provides COMPANY with a substitute logo hereunder, COMPANY shall bear all liability for continued use of the previous Logo.

(c) ADOBE MAKES NO OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE LOGO. IN NO EVENT SHALL ADOBE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES (INCLUDING LOSS OF BUSINESS PROFITS) ARISING FROM OR RELATED TO COMPANY'S USE OF THE LOGO, EVEN IF ADOBE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 6. TERM OF AGREEMENT

- (a) The term of this Agreement shall be for a period of three (3) years from the Effective Date, whereupon it shall automatically expire.
- (b) Notwithstanding the provisions of article 6 (a) of this Agreement, this Agreement may be terminated by either party, without cause and without judicial intervention, upon thirty (30) days prior written notice by registered mail with notice of receipt.
- (c) Notwithstanding the provisions of article 6 (a) of this Agreement, Adobe may terminate this Agreement by registered letter with notice of receipt, with immediate effect, without judicial intervention, upon breach of any provision of this Agreement by Licensee, and/or in the event of a change of control within COMPANY, being a change in the persons or entities who control fifty per cent (50%) or more of the equity securities or voting interest of Company.
- (d) Immediately upon termination or expiration of this Agreement, COMPANY shall cease and desist from all use of the Logo.

## 7. NOTICES

All notices and other communications under this Agreement shall be in writing and shall be deemed given if sent by registered letter with notice of receipt or by fax confirmed by registered letter with notice of receipt.

## 8. ENTIRE AGREEMENT; AMENDMENT

Adobe providing this Agreement to COMPANY does not constitute an offer by Adobe. Upon execution by both Adobe and COMPANY, this Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and shall supersede and merge all prior and contemporaneous communications. It shall not be amended except by a written agreement subsequent to the Effective Date and signed on behalf of the parties by their respective authorised representatives.

## 9. GOVERNING LAW AND CHOICE OF FORUM

This Agreement shall be governed by and construed in accordance with the laws of the Netherlands. Parties hereby consent to the exclusive jurisdiction of the competent courts of the Netherlands.

## 10. MISCELLANEOUS

- (a) Adobe is entitled to assign or transfer its rights and obligations under this Agreement to any affiliated company. Company shall not assign or transfer any rights or obligations under this Agreement, without the prior written consent of Adobe.
- (b) Section headings are used in this Agreement for convenience of reference only and shall not affect the meaning of any provision of this Agreement.



(c) No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

(d) If any provision of this Agreement (or any other agreements incorporated herein) shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(e) Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture or agency relationship or as granting a franchise. This Agreement includes Annexes A, B and C which form an integral part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ADOBE SYSTEMS Europe B.V.

COMPANY\_\_\_\_\_

\_\_\_\_\_  
Authorised Signature:

\_\_\_\_\_  
Authorised Signature:

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date: