

ADOBE SYSTEMS INCORPORATED

ADOBE BARCODED PAPER FORMS SOLUTION

Software License Agreement

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SECTION 4 – FORMS PROCESSED LICENSE

SECTION 5 – PILOT SOFTWARE LICENSE

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1. Definitions.

1.1. “Access” means to use or benefit from the use of the functionality of the Software in accordance with the Documentation and this Agreement.

1.2. “Adobe” means Adobe Systems Incorporated, a Delaware corporation, 345 Park Avenue, San Jose, California 95110, if subsection 14(a) of this Agreement applies; otherwise it means Adobe Systems Software Ireland Limited, Unit 3100, Lake Drive, City West Campus, Saggart D24, Dublin, Republic of Ireland, a company organized under the laws of Ireland and an affiliate and licensee of Adobe Systems Incorporated.

1.3. “Affiliate” means an entity controlled by, under common control with, or controlling you, where control is ownership of fifty percent (50%) or greater of the entity.

1.4. “Barcode” means a two-dimensional, machine-readable symbology represented on paper or in electronic form that is supported by the Software.

1.5. “Barcode Authoring Software” means the Adobe software used in connection with Adobe Acrobat software to create Barcoded Forms.

- 1.6. “Barcoded Form” means a Portable Document Format file containing one or more Barcodes.
- 1.7. “Barcode License Certificate” means an electronic certificate digitally signed by Adobe that is used to enable features in the Adobe Reader Extensions Server software that allow it to create Unique Barcoded Forms under a Forms-In-Use License.
- 1.8. “Computer” means one or more central processing units (“CPU”) in a hardware device (including a server) that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.
- 1.9. “Decode” means use of the Software to interpret the data embodied in a specific Barcode and translate it into human-readable form and/or another format for use by other software applications.
- 1.10. “Decode Pack” means a right to use the Software to perform a limited number of Decodes (as specified in a separate writing signed by Adobe and represented in one or more Hardware Keys) within a specified period of time. Standard Decode Packs, Rollover Decode Packs and Supplemental Decode Packs are specific types of Decode Packs.
- 1.11. “Decoder Software” means the software licensed under this Agreement for the purpose of performing Decodes.
- 1.12. “Decoder Software Add-On” means a version of Decoder Software licensed under this Agreement for the limited purpose of performing Decodes of Barcodes contained in Unique Barcoded Forms.
- 1.13. “Deploy” means to deliver or otherwise make available a Barcoded Form to one or more individuals or entities.
- 1.14. “Forms-In-Use License” means a right to use the Barcode Authoring Software, Adobe Reader Extension Server software, and the Barcode License Certificate in accordance with this Agreement.
- 1.15. “Forms Processed License” means a right to use the Barcode Authoring Software and the Decoder Software in accordance with this Agreement.
- 1.16. “Hardware Key” means a USB or other hardware device (including any accompanying software necessary to install, configure or operate such device, and any information or data contained in such device) provided to you by Adobe as a licensee of the Decoder Software for use in Accessing the Decoder Software to perform Decodes.
- 1.17. “Hardware Key Set” means a set of one or more Hardware Keys that represents a specific Standard Decode Pack and its accompanying Rollover Decode Pack.
- 1.18. “Install” means to place a copy of the Software onto a hard disk or other storage medium through any means (including but not limited to use of an installation utility application accompanying the Software), or to otherwise configure or enable the Software for the purpose of permitting Access to the Software.
- 1.19. Permitted Number. With respect to the Forms-In-Use License, “Permitted Number” means the number of Unique Barcoded Forms you are permitted to Deploy as provided in a written agreement signed by Adobe. With respect to the Forms Processed License, “Permitted Number” means the number of Decodes permitted by Decode Pack(s) validly licensed by you and in effect at the time you Access the Software.
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- 1.22. “Software” means (a) all of the contents of the files, disk(s), CD-ROM(s) or other media with which this Agreement is provided, including but not limited to (i) Adobe or third party computer information or software; (ii) sample documents, forms and templates including forms in the Portable Document File format containing sample

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