

OBJEDNÁVKA

Objednávka č.: 950900/2020/32

Dodavatel

Digital Media s.r.o.
Hamerská 215/7
779 00 Olomouc-Holice
IČ: 25835513
DIČ: CZ25835513
Zapsaná v obchodním rejstříku vedeném u
Krajského soudu v Ostravě, oddíl C, vl. 20543

Odběratel

Univerzita Karlova
Pracoviště: Ústřední knihovna
Ovocný trh 560/5, 116 36 Praha 1
IČ: 00216208
DIČ: CZ00216208

Bankovní spojení: XXXXXXXXXX

Dodací lhůta: 5 dní

Fakturační adresa: Univerzita Karlova, Ústřední knihovna, Ovocný trh 560/5, 116 36 Praha 1

Dodací adresa: Univerzita Karlova, Ústřední knihovna, José Martího 407/2, 162 00 Praha 1

Předmět objednávky	Množství MJ	Základ DPH v Kč	% DPH	Cena celkem v Kč s DPH
Předplatné služby Adobe Connect + Adobe Platinum Maintenance and Support + autentizace Shibboleth + lokalizace do českého jazyka na období 5 měsíců viz nabídka č.: QT20200317 - Nabídka 2 - opce - licence pro 200 simultánně připojených uživatelů	1	233 604,00	21	282 660,84
Pronájem cloudových služeb pro provoz služby Adobe Connect na 5 měsíců viz nabídka č.: QT20200317 - Nabídka 2 - opce	1	27 810,00	21	33 650,10
Celkem	2,00	261 414,00	21	316 310,94

Poznámka: Touto objednávkou Odběratel využívá opci dle přiložené nabídky č. QT20200317 - Nabídka 2 - platná do 17. 4. 2020 a navazuje na předchozí objednávku č. 950900/2020/30 ze dne 18. 3. 2020. V souladu s kurzovou doložkou ve výše uvedené nabídce byla upravena nabídková cena viz přiložená Akceptace objednávky. Licenční podmínky jsou uvedeny v příloze této objednávky.

Číslo zakázky: 237 984

Příkazce operace: PhDr. Radka Římanová, Ph.D.

Dne: 26. 3. 2020

Správce rozpočtu: Mgr. Alexandra Polášková

Dne: 26. 3. 2020

Vystavil: Petr Urválek

Dne: 26. 3. 2020

Digital Media s.r.o.autorizovaný partner společnosti Adobe pro prodej
licencí komerčním firmám, pro školství i státní správu.Hamerská 215/7, 779 00 Olomouc, Czech Republic
Tel.: +420 585 227 272, fax: +420 585 436 737

Nabídka software Adobe Connect

č.: QT20200317

Nabídka pro: Univerzita Karlova v Praze

Kontaktní osoba: Radka Římanová

Nabídku zpracoval: Stanislav Szkandera

Datum: 17.3.2020

Kontakt: obchod@digitalmedia.cz, 585 227 272

Kurz CZK/EUR

27,10

Kurzová doložka: ceny v Kč platí při kurzu 27,10 Kč za 1 EUR. Pokud v den akceptace a zaslání potvrzené objednávky zákazníkem bude kurz (ČNB střed) Kč vůči EUR odlišný o více než 1%, zákazník souhlasí s úpravou cen v Kč tak, aby odpovídaly aktuálnímu kurzu ČNB střed.

Nabídka 1

název produktu	počet licencí	cena EUR celkem (bez DPH)	cena Kč celkem (bez DPH)
Adobor Connect Meeting - Concurrent User - time limited 5 months*	300	€ 12 600,00	341 460,00 Kč

* Dodatečných 300 licencí pro souběžně připojené uživatele do on-line meetingů. Určeno pro instalaci do stávající instalace Adobe Connect. Licence jsou časově omezeny na dobu 5 měsíců.

CENA CELKEM (bez DPH)	€ 12 600,00	341 460,00 Kč
DPH (21%)	€ 2 646,00	71 706,60 Kč
CENA CELKEM včetně DPH	€ 15 246,00	413 166,60 Kč

Nabídka 2 - opce - platí do 17.4.2020

V případě nevyužití opce ze strany UK nebudou uplatňovány žádné sankce, ani jakékoliv jiné nároky.

název produktu	počet licencí	cena EUR celkem (bez DPH)	cena Kč celkem (bez DPH)
Connect Lic General, 10.0, AOO, ALL, Server V10 - time limited 5 months*	1	€ 1 000,00	27 100,00 Kč
Adobor Connect Meeting - Concurrent User - time limited 5 months*	200	€ 8 400,00	227 640,00 Kč

* Dodatečný server pro rozložení zátěže a dodatečných 200 licencí pro souběžně připojené uživatele do on-line meetingů. Určeno pro instalaci do stávající instalace Adobe Connect. Licence jsou časově omezeny na dobu 5 měsíců.

CENA CELKEM (bez DPH)	€ 9 400,00	254 740,00 Kč
DPH (21%)	€ 1 974,00	53 495,40 Kč
CENA CELKEM včetně DPH	€ 11 374,00	308 235,40 Kč

Forma dodávky: formou elektronické licence s instalací ke stažení

Termín dodávky: do tří pracovních dnů po obdržení oficiální objednávky nebo potvrzené kupní smlouvy

Stanislav Szkandera

Digital Media s.r.o.
Hamerská 215/7, 779 00 Olomouc
Tel.: 585 227 272E-mail: obchod@digitalmedia.cz

software pro digitální svět

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licencí komerčním firmám, pro školství i státní správu.



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Akceptace objednávky Adobe Connect - Nabídka 2 - opce

Akceptujeme objednávku, cena v CZK byla mírně upravena aktivováním kurzové doložky v souladu s nabídkou.

Kurz CZK/EUR

27,81

Nabídka 2 - opce - platí do 17.4.2020

V případě nevyužití opce ze strany UK nebudou uplatňovány žádné sankce, ani jakékoliv jiné nároky.

název produktu	počet licencí	cena EUR celkem (bez DPH)	cena Kč celkem (bez DPH)
Connect Lic General,10.0,AOO,ALL,Server V10 - time limited 5 months*	1	€ 1 000,00	27 810,00 Kč
* Dodatečný server pro rozložení zátěže			
Adober Connect Meeting - Concurrent User - time limited 5 months**	200	€ 8 400,00	233 604,00 Kč

** dodatečných 200 licencí pro souběžně připojené uživatele do on-line meetingů. Určeno pro instalaci do stávající instalace Adobe Connect. Licence jsou časově omezeny na dobu 5 měsíců.

CENA CELKEM (bez DPH)	€ 9 400,00	261 414,00 Kč
DPH (21%)	€ 1 974,00	54 896,94 Kč
CENA CELKEM včetně DPH	€ 11 374,00	316 310,94 Kč

Forma dodávky: formou elektronické licence s instalací ke stažení

Termín dodávky: do tří pracovních dnů po obdržení oficiální objednávky nebo potvrzené kupní smlouvy

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digital media
software pro digitální svět

**ADOBE® CONNECT™
PARTICIPANT TERMS OF USE**

THESE ADOBE CONNECT PARTICIPANT TERMS OF USE (AS AMENDED FROM TIME TO TIME) (THE "AGREEMENT") IS BETWEEN **ADOBE SYSTEMS INCORPORATED** AND ITS AFFILIATES (COLLECTIVELY, "ADOBE"), AND "YOU," THE INDIVIDUAL ACCESSING OR USING THE ADOBE CONNECT SERVICES AND ANY AFFILIATED HOSTED APPLICATIONS (COLLECTIVELY, THE "SERVICE(S)").

BY USING THE SERVICE (DEFINED BELOW), YOU AGREE (a) THAT ENGLISH LAW GOVERNS YOUR USE OF THE SERVICE IF YOU RESIDE IN ANY LOCATION OTHER THAN THE UNITED STATES, MEXICO, OR CANADA, (b) THAT CALIFORNIA LAW GOVERNS YOUR USE OF THE SERVICE IF YOU RESIDE IN THE UNITED STATES, MEXICO, OR CANADA, AND (c) TO THE TERMS REGARDING GOVERNING LAW AND VENUE SET FORTH IN SECTION 15 (GOVERNING LAW).

YOU AGREE THAT THIS AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. BY ACCESSING OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. ADOBE MAY CHANGE, ADD, OR REMOVE ANY PART OF THIS AGREEMENT, OR ANY PART OF THE SERVICE, AT ANY TIME. IF ANY FUTURE CHANGES ARE UNACCEPTABLE TO YOU, YOU SHOULD DISCONTINUE USING THE SERVICE. YOUR CONTINUED USE OF THE SERVICE, NOW OR FOLLOWING THE POSTING OF NOTICE OF ANY SUCH CHANGES, WILL INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT, AND OF ANY SUCH CHANGES.

1. Definitions.

"Add-In" means the Adobe Connect Add-In provided to you by Adobe in connection with your use of the Service, and any modified versions and copies of, and upgrades, updates and additions to such plug-in, provided to you by Adobe at any time. The Add-In is a client software upgrade automatically delivered to you on an as-needed basis so that you may use certain features of the Service (such as broadcasting audio or video).

"Adobe" means Adobe Systems Incorporated, a Delaware corporation, 345 Park Avenue, San Jose, California 95110, if subsection 15(a) of this Agreement applies; 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 licensee of Adobe Systems Incorporated.

"Content" means all audio, video, multimedia, data, text, images, computer programs, and any other information or materials uploaded by or on behalf of you in connection with your use of the Service.

"Host" means the individual or legal entity using the Service to host an Adobe Connect meeting, seminar, or webcast.

2. License to Use Service.

Subject to your compliance with the terms and conditions of this Agreement, Adobe grants to you a non-exclusive, non-transferable, revocable right to access and use the Service. Notwithstanding the foregoing, you may not use or access the Service unless approved by a Host. Adobe reserves the right to suspend or discontinue all or part of the Service at any time without prior notice.

3. License to Use the Add-In.

Subject to the terms and conditions of this Agreement, Adobe grants to you a non-exclusive, non-transferable, revocable license to install and use the Add-In solely in conjunction with the Service.

4. License Restrictions.

You shall not modify, port, adapt or translate the Add-In. You shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Add-In.

5. Ownership of the Services, Add-In, and Marks.

You acknowledge that Adobe and its licensors own all right, title, and interest in: (a) the Service; (b) the Add-In; (c) any other Adobe software; and (d) all graphics, logos, service marks, and trade names, including third-party names, product names, and brand names related to the Service (the "Marks"). Notwithstanding the foregoing, the Host and its licensors own all right, title, and interest in any graphics, logos, service marks, and trade names used by the Host in connection with the Service.

6. Content.

6.1 Your Content. You may upload Content to the Service in connection with your use of the Service. Adobe does not verify, endorse, or claim ownership of any Content, and you retain all right, title, and interest in and to the Content. Such Content may be stored on Adobe's servers at the request of the Host, as necessary for Adobe to provide the Service, and in accordance with Adobe's then-current storage policies.

6.2 Your Representations and Warranties Regarding Content. You represent and warrant that (a) you are the owner, licensor, or authorized user of all Content; and (b) you will not upload, record, publish, post, link to, or otherwise transmit or distribute Content that: (i) advocates, promotes, incites, instructs, informs, assists or otherwise encourages violence or any illegal activities; (ii) infringes or violates the copyright, patent, trademark, service mark, trade name, trade secret, or other intellectual property rights of any third party or Adobe, or any rights of publicity or privacy of any party; (iii) attempts to mislead others about your identity or the origin of a message or other communication, or impersonates or otherwise misrepresents your affiliation with any other person or entity, or is otherwise materially false, misleading, or inaccurate; (iv) promotes, solicits or comprises inappropriate, harassing, abusive, profane, hateful, defamatory, libelous, threatening, obscene, indecent, vulgar, pornographic or otherwise objectionable or unlawful content or activity; (v) is harmful to minors; (vi) contains any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, personal information, or property of another; or (vii) violates any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination, or false advertising).

6.3 Adobe Access to Content. You acknowledge that the Services are automated (e.g., Content is uploaded using software tools) and that Adobe personnel will not access, view, or listen to any Content, except as necessary to perform the Services, including but not limited to the following: (a) during a Service interruption, as necessary to restore the applicable Content; (b) to troubleshoot any issue with the Service; or (c) as deemed necessary or advisable by Adobe in good faith to conform to legal requirements or comply with legal process.

7. Notification of Copyright Infringement.

7.1 Adobe respects the intellectual property rights of others and expects its users to do the same. Adobe will respond to clear notices of copyright infringement consistent with the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) ("DMCA") and its response to such notices may include removing or disabling access to the allegedly infringing content, terminating the accounts of repeat infringers, and/or making good-faith attempts to contact the user who posted the content at issue so that he may, where appropriate, make a counter-notification.

7.2 If you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is hosted on the Services, on websites linked to or from the Services, or in connection with the Services, please provide, pursuant to the DMCA, written notification via regular mail or via fax (not via email or phone) of claimed copyright infringement to Adobe's Copyright Agent (contact information below), which must contain all of the following elements:

- (a) a physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest that is alleged to have been infringed;
- (b) a description of the copyrighted work(s) that you claim have been infringed and identification of what content in such work(s) is claimed to be infringing and which you request to be removed or access to which is to be disabled;
- (c) a description of where the content that you claim is infringing is located on the Services;
- (d) information sufficient to permit Adobe to contact you, such as your physical address, telephone number and email address;
- (e) a statement by you that you have a good faith belief that the use of the content identified in your notice in the manner complained of is not authorized by the copyright owner, its agent or the law; and
- (f) a statement by you that the information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner's behalf.

Before you file such a notification, please carefully consider whether or not the use of copyrighted material at issue is protected by the "fair use" doctrine, as you could be liable for costs and attorneys' fees should you file a takedown notice where there is no infringing use. If you are unsure whether a use of your copyrighted material constitutes infringement, please contact an attorney. In addition, you may wish to consult publicly available reference materials such as those found at www.chillingeffects.org.

7.3 If you believe access to your content was disabled or removed by Adobe as a result of an improper copyright infringement notice, please provide, pursuant to the DMCA, written notification via regular mail or via fax (not via email or phone) to Adobe's Copyright Agent (contact information below), which must contain all of the following elements:

- (a) a physical or electronic signature of the subscriber;
- (b) identification of the material that was removed from the Services and the location of the Service on which the material appeared before it was removed;
- (c) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- (d) information sufficient to permit Adobe to contact you, such as your physical address, telephone number and email address; and
- (e) a statement that you consent to jurisdiction of the Federal District court for the district where you reside (or of Santa Clara County, California, if you reside outside of the United States) and that you will accept service of process from the person who provided notification under DMCA subsection (c)(1)(C) or an agent of such person.

Before you file such a counter-notification, please carefully consider whether or not the use of the copyrighted material at issue is infringing, as you could be liable for costs and attorneys' fees in the event that a court determines your counter-notification misrepresented that the material was removed by mistake. If you are unsure whether use of the material at issue constitutes infringement, please contact an attorney. In addition, you may wish to consult publicly available reference materials such as those found at www.chillingeffects.org.

7.4 Adobe's Copyright Agent for notice of claims of copyright infringement can be reached as follows:

By mail:
Copyright Agent
Adobe Systems Incorporated
601 Townsend Street
San Francisco, CA 94103

By fax: (415) 723-7869
By email: copyright@adobe.com
By telephone: (408) 536-4030

The Copyright Agent will not remove content from the Services in response to phone or email notifications regarding allegedly infringing content, since a valid DMCA notice must be signed, under penalty of perjury, by the copyright owner or by a person authorized to act on his or her behalf. Please submit such notifications by fax or ordinary mail only and as further described by this Section. The Copyright Agent should be contacted only if you believe that your work has been used or copied in a way that constitutes copyright infringement and that such infringement is occurring on the Services or on sites linked to or from the Services, or in connection with the Services. All other inquiries directed to the Copyright Agent will not be responded to.

8. Links.

Adobe may provide links to other websites or resources as part of the Service as a convenience to you. Adobe is not responsible for the contents, products or services on any third party site, and the inclusion of any link does not imply that Adobe endorses the content on such third party sites. You may visit such third party sites solely at your own risk.

9. Conduct.

9.1 Use Restrictions. In connection with your access or use of the Service, you agree not to:

- (a) introduce a virus, worm, Trojan horse or other harmful software code or similar files that may damage the operation of a third party's computer or property or information;
- (b) consume a disproportionate amount of CPU time, bandwidth, memory storage space, or any other system or network resources;
- (c) use the Service in any manner that could damage, disable, overburden, or impair any Adobe server, or the network(s) connected to any Adobe server or interfere with any other party's use and enjoyment of the Service;
- (d) attempt to gain unauthorized access to service, materials, other accounts, computer systems or networks connected to any Adobe server or to the Service, through hacking, password mining, or any other means;
- (e) obtain or attempt to obtain any materials or information through any means not intentionally made available through the Service;
- (f) use the Service or the Add-In on a timeshare or service bureau basis;
- (g) host, on a subscription, membership, or pay-per-use basis or otherwise, the Service or the Add-In, including any related application, (i) to permit a third party to use the Service to create any content, or (ii) to conduct conferences or online meeting services for a third party;
- (h) engage in any systematic extraction of data or data fields, including without limitation email addresses;

- (i) disclose, harvest, or otherwise collect personally identifying information, including email addresses, or other private information about any third party without that party's express consent;
- (j) transmit junk mail, spam, surveys, contests, pyramid schemes, chain letters, or other unsolicited email or duplicative messages;
- (k) sell, resell, lend, lease, or rent access to or use of the Service or any portion of the Service, or otherwise transfer any rights to use or access the Services (including without limitation, on a subscription, membership, pay-per-use, time share, computer service business, or service bureau basis);
- (l) bundle or incorporate the Service with or into any other service, offering, or solution for sale, resale, rent, or lease to third parties;
- (m) defraud, defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- (n) falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations, or labels of the origin or source of software or other material contained in a file that is uploaded;
- (o) upload, or otherwise make available, files that contain images, photographs, software, or other material protected by intellectual property laws, including, for example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same;
- (p) use the Service if you are under 13 years of age; or
- (q) use the Service for malicious injection of dial tone multi-frequency ("DTMF") commands.

9.2 Exposure. You acknowledge and agree that by accessing or using the Services, you may be exposed to materials from others that are offensive, indecent or otherwise objectionable. You may report any violations of these terms to Adobe customer service.

10. Investigations.

Adobe does not generally monitor user activity occurring in connection with the Service. If Adobe becomes aware, however, of any possible violations by you of Sections 6.2 (Your Representations and Warranties Regarding Content), 9.1 (Use Restriction), or any other provision of this Agreement, Adobe reserves the right to investigate such violations, and Adobe may, at its sole discretion, terminate your use of the Service or change, alter or remove Content, in whole or in part, without prior notice to you. If, as a result of such investigation, Adobe believes that criminal activity has occurred, Adobe reserves the right to refer the matter to, and to cooperate with, any and all applicable law enforcement authorities. Adobe is entitled, except to the extent prohibited by applicable law, to disclose any information about you in Adobe's possession in connection with your use of the Service to law enforcement or other government officials, as Adobe in its sole discretion believes to be necessary or appropriate.

You agree to indemnify and hold Adobe harmless from and against any and all liabilities, costs and expenses, including reasonable attorneys' fees, related to or arising from Content or your use of the Service, including any use that violates this Agreement.

11. Privacy.

11.1 Your Information. The privacy practices of the Host will apply to your Information that is collected and used by the Service. Your relationship is with the Host and not with Adobe in connection with such Information. Please see the Host's privacy policy for more information regarding how the Host collects and uses your Information. At the Host's sole discretion, the Host may incorporate SSL security in connection with the Service.

11.2 Adobe's Privacy Policy. For further information regarding Adobe's privacy practices, please visit <http://www.adobe.com/go/privacy>. Such privacy policy is incorporated herein by reference.

11.3 Notice Regarding Recording and Privacy. THE SERVICE MAY ALLOW THE HOST TO RECORD MEETINGS AND TO COLLECT AND UTILIZE IDENTIFYING INFORMATION ABOUT YOU, SUCH AS YOUR NAME. THE LAWS OF SOME STATES OR COUNTRIES REQUIRE (a) YOU TO GRANT YOUR CONSENT PRIOR TO ANY RECORDING OF YOUR COMMUNICATIONS; AND (b) RESTRICTIONS ON THE COLLECTION, STORAGE, AND USE OF YOUR PERSONALLY IDENTIFYING INFORMATION.

11.4 Communications from Adobe. Adobe may send to you service-related emails regarding the functionality or delivery of the Service.

12. DISCLAIMER OF WARRANTIES.

12.1 THE SERVICE AND THE ADD-IN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, "WITH ALL FAULTS" AND WITHOUT WARRANTY OF ANY KIND. TO THE FULL EXTENT PERMITTED BY LAW, ADOBE, ITS AFFILIATES, CONTRACTORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, LICENSORS, AND ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE AND THE ADD-IN DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEM INTEGRATION OR COMPATIBILITY, WORKMANLIKE EFFORT, LACK OF NEGLIGENCE, QUIET ENJOYMENT, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, ADOBE DOES NOT WARRANT OR REPRESENT THAT THE SERVICE WILL BE CONTINUOUS, SECURE, RELIABLE, ACCESSIBLE, UNINTERRUPTED OR ERROR-FREE, OR THAT ADOBE'S SERVERS AND SOFTWARE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ADOBE'S SECURITY PROCEDURES AND MECHANISMS WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO PERSONAL INFORMATION BY THIRD PARTIES.

12.2 SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

13. Limitation of Liability.

13.1 NEITHER ADOBE NOR ITS SUPPLIERS SHALL BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE THE SERVICE OR ACCESS DATA, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR THE LIKE), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICE OR ANY APPLICATION AND BASED ON ANY THEORY OF LIABILITY INCLUDING STATUTE, BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADOBE OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

13.2 ADOBE'S TOTAL LIABILITY TO YOU FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO ONE UNITED STATES DOLLAR (\$1). YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SERVICE OR AN APPLICATION MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED. ADOBE'S SUPPLIERS SHALL HAVE NO LIABILITY TO YOU FOR ANY REASON.

13.3 THE LIMITATIONS ON LIABILITY IN THIS SECTION ARE INTENDED TO APPLY TO THE WARRANTIES AND DISCLAIMERS ABOVE AND ALL OTHER ASPECTS OF THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE. Nothing contained in this Agreement limits Adobe's liability to you in the event of death or personal injury resulting from Adobe's gross negligence.

14. Survival.

Sections 1 and 5-17 will survive any termination or suspension of this Agreement.

15. Governing Law.

By accessing and using the Service, you and Adobe agree that all matters relating to this Agreement and your access to, or use of, the Service shall be governed by and construed in accordance with the substantive laws in force in: (a) the State of California, if you reside in the United States, Canada, or Mexico; or (b) England, if you reside in any jurisdiction not described in Section 15(a) herein. The respective courts of Santa Clara County, California when California law applies and the competent courts of London, England, when the law of England applies, 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, UCITA, or the United Nations Convention on Contracts for the International Sale of Goods, the application of which are expressly excluded.

16. Language.

It is the express wish of the parties that the Agreement and all related documents have been drawn up in English and that the English version of this Agreement shall be the sole version used in interpreting and enforcing this Agreement. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

17. Export Control Laws.

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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 will be incorporated by reference in this Agreement.

13. Compliance with Licenses.

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14. Third-Party Beneficiary.

Licensee acknowledges and agrees that Adobe's licensors are third party beneficiaries of this Agreement, with the right to enforce the obligations set forth herein with respect to the respective technology of such licensors and/or Adobe.

15. Specific Provisions and Exceptions.

This Section 15 sets forth specific provisions related to certain components of the Software as well as limited exceptions to the above terms and conditions. To the extent that any provision in this Section 15 is in conflict with any other term or condition in this agreement, this Section 15 will supersede such other term or condition.

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The Software may contain third party software which requires notices and/or additional terms and conditions. Such required third party software notices and/or additional terms and conditions are located at <http://www.adobe.com/go/thirdparty> (or a successor website thereto) and are made a part of and incorporated by reference into this Agreement.

17. Term and Termination.

This Agreement shall remain in effect until any material breach of this Agreement by Licensee occurs, upon which this Agreement shall automatically terminate. Upon termination of this Agreement for any reason, Licensee shall discontinue use of the Software and shall destroy the Software, Documentation, and all copies thereto. Termination shall not, however, relieve either party of obligations incurred prior to the termination. The following Sections shall survive termination of this Agreement: 1 (Definitions), 3.7.3 and 3.7.4 (Online Services), 3.8.2 (Instant Messaging Solutions), 8.2 (Disclaimer), 9 (Limitation of Liability), 10 (Governing Law), 11 (General Provisions), 12 (Notice to U.S. Government End Users), 15 (Specific Provisions and Exceptions), and 17 (Term and Termination).

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