

EXHIBIT 1

ADOBE SYSTEMS INCORPORATED

ADOBE COLDFUSION SOFTWARE

Software License Agreement (the "Agreement")

NOTICE TO USER: THIS AGREEMENT GOVERNS INSTALLATION AND USE OF THE ADOBE SOFTWARE DESCRIBED HEREIN. LICENSEE AGREES THAT THIS AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY LICENSEE. BY CLICKING TO ACKNOWLEDGE AGREEMENT TO BE BOUND TO THIS LICENSE, OR DOWNLOADING, COPYING, INSTALLING OR USING THE SOFTWARE, LICENSEE ACCEPTS ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT IS ENFORCEABLE AGAINST ANY PERSON OR ENTITY THAT INSTALLS OR USES THE SOFTWARE AND ANY PERSON OR ENTITY (E.G., SYSTEM INTEGRATOR, CONSULTANT OR CONTRACTOR) THAT INSTALLS OR USES THE SOFTWARE ON ANOTHER PERSON'S OR ENTITY'S BEHALF.

YOU MAY HAVE ANOTHER WRITTEN AGREEMENT WITH ADOBE THAT SUPPLEMENTS OR SUPERSEDES ALL OR PORTIONS OF THIS AGREEMENT.

1. Definitions.

1.1 "Adobe" means Adobe Systems Incorporated, a Delaware corporation, 345 Park Avenue, San Jose, California 95110, if subsection 9(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.

1.2 "Authorized Users" means employees and individual contractors (e.g., temporary employees) of Licensee.

1.3 "Cloud" means a technical environment operating one or more instances of the Software to deliver hosted services and resources over the internet or intranet in which the services and resources can be accessed in a manner that permits such services and resources to be made available "on demand", scaling up or down, to the processing needs of the user over time.

1.4 "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.

1.5 "CPU" is each distinct central processing unit (physical or virtual) within the Computer capable of independently manipulating and operating the Software. Each CPU may contain one or multiple processing cores. The total number of cores operating the Software in the Computer may not exceed the licensed quantity, and will be greater of (i) the exact number of cores operating the Software in the case when Licensee configures the Computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPU cores that actually operate the Software is less than the total number of cores on that Computer, or, (ii) the sum of all the cores contained in every pCPU on the Computer. The total number of CPUs in a Computer will then be calculated by dividing the total number of cores operating the Software by 4, rounded up to the next whole number in case the quotient of the division by 4 is not an integer. For example, if the total number of cores operating the Software is 12, then the total number of CPUs equals 3; if the total number of cores operating the Software is 14, then the total number of CPUs equals 4.

1.6 "Developer Edition Software" means Software licensed for localhost development of applications and can be accessed from a maximum of two simultaneous remote IP addresses.

1.7 "Development Software" means Software licensed solely for (i) internal development and testing, and (ii) for use on a Staging Server, when Licensee is using the Software with respect to a valid license to the Production Software. In each case the Development Software may only be accessed by Authorized Users over the

Page 1

Licensee's Internal Network.

1.8 "Staging Server" means a Server used to assemble, test and review new or newer versions of applications and that is used to deploy such applications over Licensee's Internal Network and only to be accessed by Authorized Users before, the applications are moved into live, stand-by production, or production environments.

1.9 "Disaster Recovery Environment" means Licensee's technical environment designed solely to allow Licensee to respond to an interruption in service due to an event beyond Licensee's control that creates an inability on Licensee's part to provide critical business functions for a material period of time.

1.10 "Documentation" means the user manuals and technical publications as applicable, supplied in connection with validly licensed Software relating to the installation, use and administration of the Software.

1.11 "Internal Network" means Licensee's private, proprietary network resource accessible only by Authorized Users. "Internal Network" specifically excludes the Internet or any other network community open to the public, including membership or subscription driven groups, associations or similar organizations. Connection by secure links such as VPN or dial up to Licensee's Internal Network for the purpose of allowing Authorized Users to use the Software is deemed use over an Internal Network.

1.12 "License Key" means any license key, activation code, or similar installation, access or usage control codes, including serial numbers and electronic certificates digitally signed by Adobe, designed to provide access to licensed software applications.

1.13 "Licensee" means any individual or entity that uses, downloads, copies, installs or otherwise makes use of the Software.

1.14 "Not For Resale Software" or "NFR Software" means Software identified as such and licensed for internal evaluation purposes and not for productive business use.

1.15 "Physical CPU" (or "pCPU") means one physical central processing unit of a Computer. A pCPU contains one or more processing cores.

1.16 "Production Software" means Software licensed for productive business use. Production Software is licensed on a 2-CPU basis.

1.17 "Sample Application Code" means the sample software code, application programming interface, header files and related information, and the file format specifications, if any, included as part of the Software as described in the Documentation or a "Read Me" file accompanying the applicable Software.

1.18 "Server" means a Computer designed or configured for access by multiple users through a network.

1.19 "Software" means (a) the object code version of the validly licensed software package accompanying this document, including all related Documentation and other materials provided by Adobe, (b) Sample Application Code, and (c) modified versions, copies of, and upgrades, updates and additions to such software and materials provided by Adobe at any time.

1.20 "Trial Software" means Software licensed for internal evaluation purposes and not for productive business use.

1.21 "Virtual Machine" (or "VM") means a technical environment that contains the components necessary to operate multiple instances of software installed on a single Computer as if any instance of such software was separately installed on a separate Computer.

2. License.

Subject to the terms and conditions of this Agreement, Adobe grants to Licensee a perpetual (except as set forth in Section 15 (“Term and Termination”) or as otherwise provided herein), non-exclusive license to permit Authorized Users to install and use the Software delivered hereunder on Computers within Licensee’s Internal Network, on the licensed platforms and configurations, in the manner and for the purposes described in the Documentation, and as further set forth below and according to the terms and conditions of this Agreement.

2.1 License Limitations. Licensee’s right to install and use the Software is limited as follows based on the type of Software licensed: (a) if Licensee has licensed Production Software, Developer Edition Software, or Development Software version(s) of the Software, then Licensee’s right to install and use the Software is limited based on the terms specified in a separate written document and in Section 3 of this Agreement; and (b) if Licensee has licensed Trial Software or Not For Resale Software, then Licensee’s right to install and use the Software is limited as provided in Section 4 of this Agreement.

2.2 Sample Application Code. Licensee’s Authorized Users may install, modify and use the Sample Application Code solely for purposes of facilitating use of validly licensed Software in accordance with this Agreement. Licensee may modify the Sample Application Code solely for the purposes of designing, developing and testing Licensee’s own software applications. However, Licensee is permitted to use, copy and redistribute its modified Sample Application Code only if all of the following conditions are met: (a) Licensee includes Adobe’s copyright notice (if any) with Licensee’s application, including every location in which any other copyright notice appears in such application; and (b) Licensee does not otherwise use Adobe’s name, logos or other Adobe trademarks to market Licensee’s application. Licensee agrees to defend, indemnify, and hold Adobe and its suppliers harmless from and against any claims or lawsuits, including attorneys’ reasonable fees, that arise or result from the use or distribution of Licensee’s applications, provided that Adobe gives Licensee prompt written notice of any such claim, tenders to Licensee the defense or settlement of such a claim at Licensee’s expense, and cooperates with Licensee, at Licensee’s expense, in defending or settling such claim.

2.3 Backup and Disaster Recovery. Licensee may make and install a reasonable number of copies of the Software for backup and archival purposes and use such copies solely in the event that the primary copy has failed or is destroyed, but in no event may Licensee use such copies concurrently with Production Software or Development Software. Licensee may also install copies of the Software in a Disaster Recovery Environment for use solely in disaster recovery and not for production, development, evaluation or testing purposes other than to ensure that the Software is capable of replacing the primary usage of the Software in case of a disaster.

2.4 Documentation. Licensee may make and distribute copies of the Documentation for use by Authorized Users in connection with use of the Software in accordance with this Agreement, but no more than the amount reasonably necessary. Any permitted copy of the Documentation that Licensee makes must contain the same copyright and other proprietary notices that appear on or in the Documentation.

2.5 Outsourcing. Licensee may sublicense use of the Software to a third party outsourcing or facilities management contractor to operate the Software on Licensee’s behalf, provided that: (a) Licensee provides Adobe with prior written notice; (b) Licensee is responsible for ensuring that any such contractor agrees to abide by and fully complies with the terms of this Agreement as they relate to the use of the Software on the same basis as applies to Licensee; (c) such use is only in relation to Licensee’s direct beneficial business purposes as restricted herein; (d) such use does not represent or constitute an increase in the scope or number of licenses provided hereunder; and (e) Licensee shall remain fully liable for any and all acts or omissions by the contractor related to this Agreement.

2.6 Restrictions

2.6.1 No Modifications, No Reverse Engineering. Licensee shall not modify, port, adapt or translate the Software. Licensee shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software. If you are located in the European Union, please refer to Section 13.1.

2.6.2 No Unbundling. The Software may include various applications, utilities and components, may support multiple platforms and languages or may be provided to Licensee on multiple media or in multiple copies. Nonetheless, the Software is designed and provided to Licensee as a single product to be used as a single product on Computers and platforms as permitted herein. Licensee is not required to use all component parts of the Software, but Licensee shall not unbundle the component parts of the Software for use on different Computers except as otherwise permitted under this Agreement. Licensee shall not unbundle or repackage the Software for distribution, transfer or other disposition.

2.6.3 No Transfer. Licensee shall not sublicense, assign or transfer the Software or Licensee's rights in the Software, or authorize any portion of the Software to be copied onto or accessed from another individual's or entity's Computer except as may be explicitly provided in this Agreement. Notwithstanding anything to the contrary in this Section 2.6.3, Licensee may transfer copies of the Software installed on one of Licensee's Computers to another one of Licensee's Computers provided that the resulting installation and use of the Software is in accordance with the terms of this Agreement and does not cause Licensee to exceed Licensee's right to use the Software under this Agreement.

2.6.4 Prohibited Use. Except as expressly authorized through a separate custom hosting agreement, Licensee is prohibited from: (a) using the Software on behalf of third parties; (b) renting, leasing, lending or granting other rights in the Software including rights on a membership or subscription basis; (c) providing use of the Software in a computer service business, third party outsourcing facility or service, service bureau arrangement, time sharing basis, or as part of a hosted service; or (d) using any component, library, or other technology included with the Software other than solely in connection with its use of the Software. For more information about how to obtain a custom hosting agreement, please see: https://protect-us.mimecast.com/s/WNguCgJ7g0iqwOk1s5x_1E.

2.6.5 Export Rules. Licensee acknowledges that the Software is subject to the U.S. Export Administration Regulations and other export laws, restrictions, and regulations (collectively, the "Export Laws") and that Licensee will comply with the Export Laws. Licensee will not ship, transfer, export, or re-export the Software, directly or indirectly, to: (a) any countries that are subject to US export restrictions (currently including, but not necessarily limited to, Cuba, Iran, North Korea, Sudan, and Syria) (each, an "Embargoed Country"), (b) any end user whom Licensee knows or has reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, and sounding rockets, or unmanned air vehicle systems (each, a "Prohibited Use"), or (c) any end user who has been prohibited from participating in the U.S. export transactions by any federal agency of the U.S. government (each, a "Sanctioned Party"). In addition, Licensee is responsible for complying with any local laws in its jurisdiction which may impact Licensee's right to import, export or use the Software. Licensee represents and warrants that (i) it is not a citizen of, or located within, an Embargoed Country, (ii) it will not use the Software for a Prohibited Use, and (iii) it is not a Sanctioned Party. All rights to use the Software are granted on condition that such rights are forfeited if Licensee fails to comply with the terms of this Agreement.

2.6.6 In the event that Licensee fails to comply with this Agreement, Adobe may terminate the license and Licensee must destroy all copies of the Software (with all other rights of both parties and all other provisions of this Agreement surviving any such termination).

2.7 Delivery. The Software may be delivered via electronic delivery or via tangible
Page 4

Explore Litigation Insights

Docket Alarm provides insights to develop a more informed litigation strategy and the peace of mind of knowing you're on top of things.

Real-Time Litigation Alerts



Keep your litigation team up-to-date with **real-time alerts** and advanced team management tools built for the enterprise, all while greatly reducing PACER spend.

Our comprehensive service means we can handle Federal, State, and Administrative courts across the country.

Advanced Docket Research



With over 230 million records, Docket Alarm's cloud-native docket research platform finds what other services can't. Coverage includes Federal, State, plus PTAB, TTAB, ITC and NLRB decisions, all in one place.

Identify arguments that have been successful in the past with full text, pinpoint searching. Link to case law cited within any court document via Fastcase.

Analytics At Your Fingertips



Learn what happened the last time a particular judge, opposing counsel or company faced cases similar to yours.

Advanced out-of-the-box PTAB and TTAB analytics are always at your fingertips.

API

Docket Alarm offers a powerful API (application programming interface) to developers that want to integrate case filings into their apps.

LAW FIRMS

Build custom dashboards for your attorneys and clients with live data direct from the court.

Automate many repetitive legal tasks like conflict checks, document management, and marketing.

FINANCIAL INSTITUTIONS

Litigation and bankruptcy checks for companies and debtors.

E-DISCOVERY AND LEGAL VENDORS

Sync your system to PACER to automate legal marketing.