



These General Terms (collectively with any exhibits and attachments) are entered into by and between Adobe and Customer as set forth in the Sales Order that expressly incorporates these General Terms. These terms will apply to the procurement of Products and Services as set forth in the applicable Sales Order(s).

1. General Definitions

- 1.1. **Adobe:** means the entity or entities identified in the signature block(s) of the Sales Order as "Adobe".
- 1.2. **Adobe Technology:** means Adobe's technology, including software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, toolkits, plug-ins (i.e. software components that add specific functionality to a larger software application), objects and documentation (both printed and electronic), network designs, processes, know-how, methodologies, trade secrets and any related intellectual property rights throughout the world (whether owned by Adobe, a subsidiary or affiliate of Adobe, or licensed to Adobe by a third party) and also including any derivatives, modifications, improvements, enhancements or extensions thereto, regardless of when developed. Adobe Technology includes third party licensed materials incorporated into or provided with Adobe Technology.
- 1.3. **Affiliates:** means any corporation, company, or other entity in which more than fifty percent (50%) of the voting shares or outstanding capital stock are owned or controlled, directly or indirectly, by a Party.
- 1.4. **Agreement:** means the applicable Sales Order and any terms incorporated therein by reference including these General Terms (collectively with any exhibits and attachments), and the applicable Product Description and Metrics.
- 1.5. **Confidential Information:** means any information that is clearly identified in writing as confidential at the time of disclosure, and any written or oral information that, based on the substance and circumstances under which it was disclosed, a reasonable person would believe to be confidential. Such Confidential Information includes, but is not limited to, terms of this Agreement, product proposals, technological processes, product forecasts, trade secrets, pre-publication patent applications, product designs, license keys, pricing information and rate cards, software and system designs, functionalities, know-how, technology specifications, source code, object code, graphic designs, report templates, and proprietary financial, personnel, and sales information. Confidential Information also includes all copies, summaries, and extracts of any Confidential Information. The restrictions on the receiving Party's use and disclosure of disclosing Party's Confidential Information shall not apply to any Confidential Information which the receiving Party can demonstrate: (a) is or becomes a part of the public domain without breach of this Agreement by the receiving Party; (b) was rightfully in the receiving Party's possession free of restriction prior to the disclosure by the Disclosing Party and had not been obtained by the receiving Party either directly or indirectly from the disclosing Party; (c) is rightfully disclosed to the receiving Party by a third party without restriction on disclosure; or (d) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information.
- 1.6. **Customer:** means the entity or entities identified in the signature block of the Sales Order as "Customer".
- 1.7. **Documentation:** For OnPremise Software, Documentation means the technical user manual describing the features and functionalities of the applicable OnPremise Software, as provided by Adobe and generally available in PDF format in such software or via adobe.com. If such OnPremise Software does not have a technical user manual, Documentation shall mean the description of the software contained in the Product Descriptions and Metrics applicable to such software. For OnDemand Services, Documentation shall mean the description of the service contained in the Product Descriptions and Metrics applicable to such service. Documentation does not include any forums or content contributed by any third party.
- 1.8. **Effective Date:** means the effective date stated in the applicable Sales Order.
- 1.9. **Fees:** means the fees for the Products and Services set forth in the applicable Sales Order.
- 1.10. **Indemnified Technology:** means OnDemand Services (including Distributed Code) and/or OnPremise Software, as applicable, set forth in a Sales Order and paid for by Customer, but excluding sample code, SDKs, open source, trial or evaluation software, pre-release software, not-for-resale software, and software provided free of charge.



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- 1.11. **License Metric:** means each of the per-unit metrics specified by Adobe in connection with the licensed quantities identified in the Sales Order to describe the scope of Customer's right to use the Products and Services.
- 1.12. **License Term:** means the duration of the license granted for particular OnDemand Services or OnPremise Software as set forth in the applicable Sales Order(s), unless earlier terminated pursuant to this Agreement.
- 1.13. **OnDemand Services:** means the enterprise solution(s) hosted by or on behalf of Adobe as such solution is set forth within the OnDemand Service section of the applicable Sales Order(s) and related Adobe Technology, as may be further described in the PDM.
- 1.14. **OnPremise Software:** means the distributed software as set forth within the OnPremise Software section of the applicable Sales Order and related Adobe Technology, as may be further described in the PDM.
- 1.15. **Party:** means Adobe or Customer as applicable.
- 1.16. **Products and Services:** means the OnPremise Software, OnDemand Services and Professional Services as set out in the applicable Sales Order.
- 1.17. **Product Description and Metrics (or PDM):** means the description and related use rights of the applicable products listed in the Sales Order.
- 1.18. **Professional Services:** means any consulting, training, implementation, and technical services provided to Customer, as set forth in the applicable Sales Order.
- 1.19. **Sales Order:** means the sales order form(s), statement(s) of work, or other ordering document(s) executed by the Parties which describe the Fees to be paid by Customer or its Affiliates, for the Products and Services to be delivered.

2. Payment and Fees

- 2.1. **Payments.** Customer will pay all Fees described in the Sales Order, in accordance with the payment terms found therein ("Fees").
- 2.2. **Failure to Pay.** If Customer fails to pay the amount due under a Sales Order or related invoice within thirty (30) days of notice by Adobe of Customer's failure to pay, Adobe reserves the right to terminate or suspend in whole or in part, immediately at Adobe's discretion as applicable, any license and/or access to Products and Services for which payment has not been received.
- 2.3. **Disputes.** If Customer believes in good faith that Adobe incorrectly billed Customer, Customer must contact Adobe in writing, within thirty (30) days of the applicable invoice, specifying the calculation error and the amount of the adjustment or credit requested. Unless Customer has notified Adobe of such dispute, Customer will reimburse Adobe for all reasonable costs and expenses incurred in collecting such overdue amounts.

3. **Delivery.** OnPremise Software will be deemed to be delivered and accepted on the date the software is made available for electronic download, or if applicable, on the date that tangible media (e.g. CD or DVD) is shipped FOB origin. OnDemand Services will be deemed to be delivered and accepted on the start date set forth in the Sales Order.

4. **Taxes.** Prices in the Sales Order may not include applicable taxes, which may be invoiced by Adobe. Customer must provide a tax exemption claim to Adobe before an invoice is issued. If Customer is required to withhold income taxes from its payment to Adobe, Customer agrees to send to Adobe an official tax receipt within sixty days.

5. Confidentiality.

- 5.1. **No Use or Disclosure.** The Parties agree to use commercially reasonable care (but in no case less care than it uses to protect its own Confidential Information) to prevent the disclosure of the disclosing Party's Confidential Information to any third party, and will only use the disclosing Party's Confidential Information to fulfill its specific obligations set forth herein. Notwithstanding the foregoing, Customer may disclose Adobe's Confidential Information to an authorized user as necessary to support Customer's internal business operations and Adobe may disclose Customer's Confidential Information to its third party suppliers solely to the extent necessary to perform Adobe's obligations under this Agreement; provided that in either case, the



disclosing Party is required to have a non-disclosure agreement in place with third parties that protects Confidential Information against disclosure in a manner no less protective than this Agreement. Adobe may maintain archived copies of any audit results.

- 5.2. **Required Disclosure.** This Confidentiality section will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or pursuant to a valid order of a court or other governmental authority ("Disclosure Order"); provided, however, that a Party in receipt of a Disclosure Order (the "Responding Party") shall first give sufficient and prompt written notice of the receipt of any Disclosure Order to the Party who originally provided and owns the Confidential information; and shall have made a reasonable effort to minimize such disclosure, including, in relevant cases, obtaining a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued. Notwithstanding the foregoing obligation of the Responding Party, nothing in this Confidentiality section shall limit or restrict the ability of the disclosing Party to act on its own behalf and at its own expense to prevent or limit the required disclosure of Confidential Information.

6. Term and Termination.

- 6.1. **Term.** The provisions of this Agreement apply to each Product and Service beginning upon the Effective Date of the applicable Sales Order and continuing through the expiration of the applicable service or License Term stated on such Sales Order unless otherwise terminated as provided pursuant to this Agreement.
- 6.2. **Termination for Cause.** If either Party materially breaches this Agreement, the non-breaching Party may provide written notice to the breaching Party indicating (a) the nature and basis of such breach, with reference to the applicable provisions of this Agreement; and (b) the non-breaching Party's intention to terminate all or a portion of the applicable Sales Order(s) related to the breach in accordance with this section. If such breach is not cured within thirty (30) days of the receipt of such written notice, the non-breaching Party can exercise its right to terminate immediately. Either Party may terminate the entire Agreement immediately upon written notice to the breaching Party if the other Party is in breach of the confidentiality provisions of this Agreement. Adobe may terminate the entire Agreement immediately upon written notice to Customer if Customer is in breach of Section 7.2 (No Modifications, No Reverse Engineering) or uses Software and Services beyond the scope of the license stated herein.
- 6.3. **Termination for Insolvency.** In the event Adobe receives notice that Customer is insolvent or fails to pay its obligations as they arise or upon any proceeding being commenced by or against Customer under any law providing relief to Customer, Adobe may terminate this Agreement immediately upon notice to Customer.
- 6.4. **Survival.** All provisions of this Agreement which by their nature must survive termination in order to achieve the fundamental purposes of this Agreement shall survive any termination or expiration of this Agreement.

7. Intellectual Property

- 7.1. **Ownership.** Customer acknowledges and agrees that Adobe and its third party suppliers, as applicable, retain all right, title and interest in and to the Adobe Technology and all intellectual property rights embodied in or with respect to the Adobe Technology. Adobe reserves all rights not expressly granted to Customer herein, and Customer shall not limit Adobe, its Affiliates or its or their customers in any way from developing, using, licensing, distributing, modifying, or otherwise freely exploiting the Adobe Technology.
- 7.2. **No Modifications, No Reverse Engineering.** Customer shall not modify, port, create derivative works of, adapt, or translate the Products and Services delivered in object code. Customer shall not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Products and Services delivered in object code. Notwithstanding the foregoing, decompiling the Products and Services delivered in object code is permitted solely to the extent the law governing this Agreement gives Customer the right to do so to obtain information necessary to render such technologies interoperable with other software.

8. Indemnification

- 8.1. **Adobe's Duty to Indemnify.** Adobe shall defend any third party claim against Customer during the applicable License Term to the extent such claim alleges that the Indemnified Technology directly infringes any patent, copyright, or trademark, or misappropriates a trade secret of a third party ("Claim"). Adobe shall pay the Customer the damages, costs, and expenses (including reasonable legal fees) finally awarded by a court of

competent jurisdiction against Customer, or agreed to in a written settlement agreement signed by Adobe, directly attributable to a Claim. Notwithstanding the foregoing, Adobe shall have no defense or indemnification obligation or other liability for any Claim arising from: (a) use of the Indemnified Technology in a manner contrary to the terms of this Agreement; (b) modification of the Indemnified Technology by anyone other than Adobe or a party authorized in writing by Adobe to modify the Indemnified Technology; (c) the combination of the Indemnified Technology with any other products, services, hardware, software or other materials if such Indemnified Technology would not be infringing without such combination; (d) any third party products, services, hardware, software or other materials; or (e) failure by Customer to install the latest updated version of the Indemnified Technology as requested by Adobe to avoid infringement. If Customer's use of the Indemnified Technology under the terms of this Agreement is enjoined or Adobe determines that such use may be enjoined, then Adobe may, at its sole option and expense, either (f) procure for Customer a license to continue using the Indemnified Technology in accordance with the terms of this Agreement; (g) replace or modify the allegedly infringing Indemnified Technology to avoid the infringement; (h) terminate the licenses and access to the corresponding Indemnified Technology, and refund (i) in the case of OnDemand Services, any prepaid unused fees as of the date of termination or (ii) in the case of OnPremise Software, an amount equal to the pro-rata value of the OnPremise Software, calculated by depreciating the license fee paid by Customer, whether directly to Adobe, or to a third-party, for such OnPremise Software on a straight-line basis using a useful life of thirty-six (36) months from the date of initial delivery of the OnPremise Software to Customer, provided that Customer purges all copies of the OnPremise Software and related materials from all computer systems on which it was stored and returns to Adobe all physical copies of the OnPremise Software and related materials.

- 8.2. **Conditions of Indemnification.** The indemnification obligations set forth in this Agreement shall apply only if (a) the indemnified Party notifies the indemnifying Party in writing of a claim promptly upon learning of or receiving the same; (b) the indemnified Party provides the indemnifying Party with reasonable assistance requested by the indemnifying Party, at the indemnifying Party's expense, for the defense and settlement, if applicable, of any claim; (c) the indemnified Party provides the indemnifying Party with the exclusive right to control and the authority to settle any claim, provided, however, that the indemnified Party shall have the right to participate in the matter at its own expense; and (d) the indemnified Party does not admit fault or liability of indemnifying Party or of itself.
- 8.3. **Sole and Exclusive Remedies.** The indemnification rights and obligations in this Agreement are the indemnifying Party's sole and exclusive obligations, and the indemnified Party's sole and exclusive remedies, with respect to the subject matter giving rise to any indemnified claims.

9. Limitations of Liability

- 9.1. **Limitation of Damages.** EXCEPT IN CONNECTION WITH A BREACH OF CONFIDENTIALITY, OR USE OF ADOBE TECHNOLOGY BEYOND THE SCOPE OF ANY LICENSE GRANTED HEREIN: (a) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR: ANY INDIRECT, MORAL, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES; ANY LOSS OF USE, DATA, OR PROFITS; OR ANY INTERRUPTION OF BUSINESS — ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED, AND WHETHER OR NOT IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE; AND (b) THE AGGREGATE LIABILITY OF EITHER PARTY WITH RESPECT TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE BY CUSTOMER PURSUANT TO THIS AGREEMENT FOR THE PRODUCTS AND SERVICES THAT GAVE RISE TO THE LIABILITY WITHIN THE TWELVE (12) MONTHS PRIOR TO SUCH CLAIM. THE FOREGOING LIMITATIONS AND EXCLUSIONS OF LIABILITY WILL APPLY REGARDLESS OF THE FORM OR SOURCE OF ACTION, AND REGARDLESS OF ANY OBLIGATION STATED UNDER THIS AGREEMENT. THE LIMITATION ON DAMAGES AS SET FORTH IN THE PRIOR SENTENCE SHALL APPLY EVEN IN THE EVENT OF A FUNDAMENTAL BREACH OR A BREACH OF THE FUNDAMENTAL TERMS OF THIS AGREEMENT.
- 9.2. **Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, ALL PRODUCTS AND SERVICES ARE PROVIDED AS-IS. ADOBE, ITS AFFILIATES, AND ITS THIRD PARTY DATA, SERVICE, AND SOFTWARE PROVIDERS HEREBY DISCLAIM AND MAKE NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, GUARANTEES, OR WARRANTIES OF MERCHANTABILITY, ACCURACY, QUALITY OF SERVICE OR RESULTS, AVAILABILITY,



SATISFACTORY QUALITY, LACK OF VIRUSES, TITLE, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES OF ITS THIRD PARTY PROVIDERS. CUSTOMER ACKNOWLEDGES THAT NEITHER ADOBE NOR ITS THIRD PARTY PROVIDERS CONTROLS CUSTOMER EQUIPMENT OR THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE PRODUCTS AND SERVICES MAY BE SUBJECT TO LIMITATIONS, INTERRUPTIONS, DELAYS, CANCELLATIONS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES, INCLUDING SEARCH ENGINES AND SOCIAL MEDIA CHANNELS. ADOBE, ITS AFFILIATES, AND ITS THIRD PARTY PROVIDERS ARE NOT RESPONSIBLE FOR ANY INTERRUPTIONS, DELAYS, CANCELLATIONS, DELIVERY FAILURES, DATA LOSS, CONTENT CORRUPTION, PACKET LOSS, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

10. General Provisions

- 10.1. **Proprietary Notices.** Any permitted copy of the Products and Services (or related materials) made by Customer must contain the same copyright and other proprietary notices that appear on or in such Products and Services.
- 10.2. **Assignment.** The Parties agree that Adobe is hereby entitled to assign and/or transfer all or part of its rights and obligations under this Agreement to any third party or Affiliate. Customer may assign this Agreement in its entirety to the surviving entity pursuant to a merger or acquisition of Customer upon advance written notice to Adobe if such assignment does not expand the scope of the license(s) granted. Except as provided in the preceding sentence, Customer may not assign, voluntarily, by operation of law or otherwise, any rights or obligations under this Agreement without the prior written consent of Adobe. Any extension of credit or installment payments to the assignee will be subject to Adobe's determination of assignee's creditworthiness. Subject to the above restrictions on assignment, this Agreement shall inure to the benefit of and bind the successors and assigns of the Parties. Any attempted assignment in derogation of this section will be null and void.
- 10.3. **Governing Law, Venue.** This Agreement will be governed by and construed in accordance with the laws of the state of California, without regard to or application of conflicts of law rules or principles of any jurisdiction of the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. In the event that a dispute arises with respect to the terms of this Agreement, the Parties agree that the exclusive and sole venue for resolution shall be a court of competent jurisdiction within the County of Santa Clara, state of California, and the Parties agree to submit to the jurisdiction of the same.
- 10.4. **Force Majeure.** Neither Party shall be liable for any default or delay in the performance of its obligations under this Agreement (except for any payment obligations) if such default or delay results from causes beyond its reasonable control, including but not limited to acts of God, terrorism, labor action, fire, flood, earthquake, governmental acts, orders, restrictions, acts of third party suppliers, denial of service attacks or other malicious conduct, utility failures, or power outages.
- 10.5. **Injunctive Relief.** Actual or threatened breach of certain sections of this Agreement (such as, without limitation, provisions on intellectual property (including ownership), license, privacy, data protection and confidentiality) shall be deemed to cause immediate irreparable harm that would be difficult to calculate and could not be remedied by the payment of damages alone. Accordingly, either Party will be entitled to seek preliminary and permanent injunctive relief and other equitable relief for any such breach.
- 10.6. **Notice.** The Parties shall give notices under this Agreement specific to the other Party by electronic mail to the other Party's email address with the delivery receipt kept on file. Customer may give such notice to Adobe to the following email address: ContractNotifications@adobe.com and Adobe to the Customer's email address stated on the Sales Order or as otherwise notified by the Customer.
- 10.7. **Customer Responsibility.** Customer shall be responsible for all acts and omissions, including financial obligations, of Affiliates, agents, contractors or third parties who use or access the Products and Services.
- 10.8. **Independent Contractors.** The Parties expressly agree that they are independent contractors and do not intend for this Agreement to be interpreted as an employment, agency, joint venture, or partnership relationship. Neither Party has the authority to bind the other or incur any obligation on behalf of the other.



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- 10.9. **Third Party Beneficiaries.** Customer acknowledges and agrees that Adobe's licensors (and/or Adobe if Customer obtained the Software from any party other than Adobe) 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.
- 10.10. **Purchase Order.** Any terms or conditions in Customer's purchase order are void and have no legal effect.
- 10.11. **Waiver; Modification.** Neither Party's waiver of the breach of any provision shall constitute a waiver of that provision in any other instance. This Agreement may not be modified nor any rights under it waived, in whole or in part, except in writing, signed by the Parties.
- 10.12. **Entire Agreement.** This Agreement contains the entire understanding of the Parties relating to the subject matter and supersedes all prior agreements and understandings, both written and oral, regarding such subject matter. In the event of any inconsistency between the provisions of the General Terms and an applicable Exhibit, the provisions of the Exhibit shall govern; in the event of any inconsistency between the provisions of any applicable PDM and the applicable Exhibit or General Terms, the provisions of the PDM shall govern; and in the event of any inconsistency between the provisions of a Sales Order and the applicable PDM, Exhibit or the General Terms, the provisions of the Sales Order shall govern for the purposes of that Sales Order.
- 10.13. **Counterpart.** This Agreement (or components thereof, including Sales Orders) may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement, and facsimile and electronic or digital signatures shall be of equal effect and validity as signatures on original copies.
- 10.14. **Severability.** If any term of this Agreement is held invalid or unenforceable for any reason, the remainder of the provision shall continue in full force and effect, and the Parties shall substitute a valid provision with the same intent and economic effect.
- 10.15. **Export Rules.** Customer acknowledges that the Products and Services are subject to the U.S. Export Administration Regulations and other export laws, restrictions, and regulations (collectively, the "Export Laws") and that Customer will comply with the Export Laws.
- 10.16. **U.S. Government Licensing.** For U.S. Government End Users, Customer acknowledges that Products and Services are "Commercial Item(s)," as that term is defined at 48 C.F.R. Section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202, as applicable. Customer agrees, consistent with 48 C.F.R. Section 12.212 or 48 C.F.R. Sections 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights are reserved under the copyright laws of the United States.

1. OnPremise Software Definitions

- 1.1. **Computer:** means a virtual or physical device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions, consistent with the configuration recommendations in the Documentation, including without limitation desktop computers, laptops, tablets, mobile devices, telecommunication devices, Internet-connected devices, and hardware products capable of operating a wide variety of productivity, entertainment, or other software applications.
- 1.2. **Development Software:** means OnPremise Software licensed for use in a non-production technical environment solely for internal development and testing.
- 1.3. **Disaster Recovery Environment:** means Customer's technical environment designed solely to allow Customer to respond to an interruption in service due to an event beyond Customer's control that creates an inability on Customer's part to provide critical business functions for a material period of time.
- 1.4. **Evaluation Software:** means OnPremise Software licensed for internal evaluation purposes in a non-production environment.
- 1.5. **Internal Network:** means a private, proprietary network resource accessible only by employees and authorized individual contractors (i.e. temporary employees) of Customer. Internal Network does not include portions of the Internet or any other network community open to the public, such as membership or subscription driven groups, associations, and similar organizations.

2. OnPremise Software License and Restrictions.

- 2.1. **License Grant.** Subject to, and so long as Customer complies with, the terms and conditions of this Agreement, Adobe grants to Customer a non-exclusive license to install and use the OnPremise Software on Computer(s) for its own internal business operations during the License Term set forth in the Sales Order: (a) in accordance with the terms and conditions of this Agreement, including without limitation, any applicable Documentation and License Metrics; and (b) for the platforms, configurations, and quantities set forth in the Sales Order. Upon the expiration of the License Term, some or all of the OnPremise Software may cease to operate without prior notice. Upon expiration of the License Term or termination of the license, Customer shall cease use of the OnPremise Software, uninstall all copies of the OnPremise Software from all Computers on which it resides, and destroy or return to Adobe any media containing the OnPremise Software, as well as any related material. This OnPremise Software license grant does not cover software components, modules or other software that may be included in Adobe's electronic delivery of the OnPremise Software that are not identified and purchased by the Customer in the Sales Order.
- 2.2. **Archival and Disaster Recovery.** Customer may make and install a reasonable number of copies of the OnPremise Software for archival purposes and use such copies solely in the event that the primary copy has failed or is destroyed. Customer may also install copies of the OnPremise Software in a Disaster Recovery Environment, on a cold backup basis, 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.
- 2.3. **Outsourcing.** Notwithstanding the OnPremise Software license set forth herein, Customer may sub-license use of the OnPremise Software to a third party contractor solely to operate the OnPremise Software on Customer's behalf, provided that: (a) Customer provides Adobe with prior written notice; (b) Customer 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 OnPremise Software on the same basis as applies to Customer; (c) such use is only in relation to Customer'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) Customer remains fully liable for any and all acts or omissions by the contractor related to this Agreement.
- 2.4. **No Unbundling.** The OnPremise Software may include various applications and components, may allow access to content and various services that are hosted on websites maintained by Adobe or its affiliates ("Adobe Online Services"), may support multiple platforms and languages, and may be provided to Customer on multiple media or in multiple copies. Nonetheless, the OnPremise Software is designed and provided to



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Customer as a single product to be used as a single product on Computers as permitted herein. Customer may not unbundle the component parts of the Software for use on multiple Computers.

- 2.5. **Prohibited Use.** Except as expressly authorized under this Agreement, Customer is, as a condition of the license, prohibited from: (a) using the OnPremise Software on behalf of third parties; (b) renting, leasing, lending or granting other rights in the OnPremise Software including rights on a membership or subscription basis; and (c) providing use of the OnPremise 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.
3. **Update Requirements.** If the OnPremise Software is an upgrade or update to a previous version of the OnPremise Software, Customer must possess a valid license to such previous version in order to use such upgrade or update. All upgrades and updates are provided to Customer subject to the terms of this Agreement on a license exchange basis. Customer agrees that by using an upgrade or update Customer voluntarily terminates Customer's right to use any previous version of the OnPremise Software. As an exception, Customer may maintain installations of previous versions of the OnPremise Software on Customer's Computers for a reasonable period of time (but not exceeding one hundred eighty (180) days) after Customer obtains the upgrade or update to assist Customer in the transition to the upgrade or update, provided that Customer's right to such simultaneous installations does not constitute an increase in the number of copies, licensed amounts or scope of use granted to Customer hereunder.
4. **OnPremise Software Limited Warranty; Remedies**
 - 4.1. **Warranty.** Adobe warrants to Customer that the OnPremise Software will perform substantially in accordance with the Documentation for the ninety (90) day period following delivery of the OnPremise Software. This limited warranty only applies to Indemnified Technology. All warranty claims must be made to the Adobe Customer Support Department within such ninety (90) day period. If the OnPremise Software does not perform substantially in accordance with the Documentation, the entire liability of Adobe and its affiliates and Customer's exclusive remedy will be limited to either, at Adobe's option: replacement of the OnPremise Software, or refund of the license fee Customer paid for the OnPremise Software.
 - 4.2. **Sample Application Code.** Customer may modify the source code form of those portions of the OnPremise Software programs that are expressly identified as sample code, sample application code, code snippets, ActionScript class files, or sample components (each, "Sample Application Code") in the accompanying Documentation solely for the purposes of designing, developing, and testing websites and applications developed using Adobe software; provided, however, Customer is permitted to copy and distribute the Sample Application Code (modified or unmodified) only if all of the following conditions are met: (a) Customer distributes only the compiled object code versions of the Sample Application Code with its application; (b) Customer does not include or use the Sample Application Code in connection with any product or application designed for website development; and (c) Customer does not use the Adobe name, logos, icons, or other Adobe trademarks to market its application. Customer agrees to indemnify, hold harmless, and defend Adobe from and against any loss, damage, claims, or lawsuits, including attorney's fees, which arise or result from the use or distribution of its application.
5. **Compliance.** Adobe may, at its expense, and no more than once every twelve (12) months, appoint its own personnel or an independent third party to verify that Customer's use of the OnPremise Software, and the amount of deployments or installations of the OnPremise Software by Customer, complies with the terms of this Agreement. Such verification will require Customer to provide raw data from a software asset management tool of all OnPremise Software installed or deployed by or at the direction of Customer, including installation or deployment on Customer's own servers or on servers provided by third parties, and all valid purchase documentation for all OnPremise Software. Such verification may include an onsite audit conducted at Customer's relevant places of business upon seven (7) business days' prior notice, during regular business hours, and shall not unreasonably interfere with Customer's business activities. If such verification shows that Customer is using a greater volume of the OnPremise Software than what was legitimately licensed, or is deploying or using the OnPremise Software in any way not permitted under this Agreement and which would require additional license fees, Customer shall pay the applicable fees within thirty (30) days of invoice date, with such underpaid fees being the license fees and related maintenance and support fees as per Adobe's then-current, country specific, list price. If



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underpaid fees are in excess of five percent (5%) of the value of the fees paid under this Agreement, then Customer shall pay such underpaid fees and Adobe's reasonable costs of conducting the verification.

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1. Additional Terms for Adobe CQ.

1.1. Definitions

- 1.1.1. **Cluster:** means a group or system of multiple Instances with the same function which are configured so as to stay synchronized with each other without intervention from another Instance outside of this group (e.g. if two grouped publisher Instances are kept in sync by a third author Instance outside of the group then this configuration is not a Cluster; however, if two grouped publisher Instances are kept in sync by passing information between themselves, or by sharing a common repository, then they are a Cluster).
- 1.1.2. **Clustering Functionality:** means the enablement of the OnPremise Software to work as a Cluster. The Sales Order shall set forth whether Customer has purchased Clustering Functionality.
- 1.1.3. **Instance:** For OnPremise Software, Instance shall mean one (1) copy of the OnPremise Software running on one (1) Computer. Each Instance can be designated as either author or publisher, but each shall be counted separately as one (1) Instance.
- 1.1.4. **User:** means employee(s) or individual contractors (i.e. temporary employees) of Customer (not including customers, users, or visitors of Customer’s website) that are authorized to have access to the OnPremise Software for purposes of administration and/or authoring. Users are licensed on a named user basis, meaning that a User license is granted to a single User who is authorized to access or use Adobe CQ. Adobe CQ User license(s) may not be used concurrently (i.e. the same login ID may not be used by more than one User or computer at a discrete moment in time) or by multiple Users.

2. Adobe CQ Product and Services Descriptions.

2.1. Adobe CQ Web Experience Management (“Adobe CQ WEM”).

2.1.1. Base Packages

2.1.1.1. **Adobe CQ WEM Basic base package (per package).** An Adobe CQ WEM Basic base package includes two (2) Instances; each additional Instance must be purchased separately and identified in the applicable Sales Order. A license for each User of Adobe CQ WEM Basic base package, its components, add-ons, or additional instances, must be purchased separately. The Adobe CQ WEM Basic base package shall consist of the following components and functionality. Use of these components is licensed to Customer for use on every Instance included with Adobe CQ WEM Basic base package and each additional Adobe CQ WEM Basic Instance(s) purchased.

- Adobe CQ Web Content Management (“Adobe CQ WCM”). Adobe CQ WCM is a platform for delivering digital cross-channel customer experiences and provides an authoring environment with support for in-place editing; drag-and-drop page composition from a library of web components; and controls for SEO, scheduled delivery, and landing page optimization.
- Adobe CQ Media Library. Adobe CQ Media Library provides a limited tool for the planning, production, and distribution of digital assets. The CQ Media Library does not contain the full functionality and feature set of Adobe CQ DAM, which is included in the Adobe CQ Standard base package.
- Adobe Digital Marketing Suite Integrations. Integration of Adobe CQ WEM with other Adobe Digital Marketing Suite products. Adobe Digital Marketing Suite product integrations only include the integration code; Customer must separately license Adobe Digital Marketing Suite product, in addition to Adobe CQ WEM.
- Adobe CQ CRX. CRX is a commercially packaged version of the Apache Jackrabbit and Sling open source projects and is a powerful web application development solution. CRX is built on a modern architecture and is a highly scalable content repository.
- CIFS Support. The SMB/CIFS Adapter exposes the CRX repository via SMB/CIFS (Common Internet File System).





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- LDAP with SSO. CQ can interact with an LDAP server that stores user information centrally, eliminating the need for duplication. This central server is then used to verify login information that can be used to realize Single Sign On, both with other in-house applications and external Portals.
- WebDAV. CRX and CQ come with WebDAV support that lets Users display and edit the repository content. Setting up WebDAV gives Users direct access to the content repository through your desktop.

2.1.1.2. **Adobe CQ WEM Standard base package (per package)**. An Adobe CQ WEM Standard base package includes two (2) Instances; each additional Instance must be purchased separately and identified in the applicable Sales Order. A license for each User of Adobe CQ WEM Standard base package, its components, add-ons, or additional instances, must be purchased separately. The Adobe CQ WEM Standard base package shall consist of the following components and functionality. Use of these components is licensed to Customer for use on every Instance included with Adobe CQ WEM Standard base package, and on each additional Adobe CQ WEM Standard Instance(s) purchased.

- Adobe CQ WEM Basic base package components. All components of the Adobe CQ WEM Basic base package described above in Section 2.1.1.1.
- Adobe CQ Digital Asset Management (“Adobe CQ DAM”). Adobe CQ DAM provides a tool for planning, production, and distribution of digital assets. Adobe CQ DAM licenses included in the Adobe CQ WEM Standard base package are licensed to Customer only for use on the same Instances included with or purchased as add-ons to the Adobe CQ WEM Standard base package. A stand-alone version of Adobe CQ DAM can be purchased separately for uses with the Adobe CQ WEM Basic base package or other Instances not related to the Adobe CQ WEM Standard base package licenses.
- CQ as a Portal. The CQ5 Portal Container lets Users run JSR 286-compliant portlets in CQ.
- Portal Director. The CQ5 Portal Director provides a content portlet that lets Users display content from the publish instance, preview content from the author instance, and provides a link within the content to open the corresponding page in a new browser window.
- Targeting. Targeting is the dynamic delivery of specified content to website visitor subgroups based on the profile of the website visitors.
- ContentBus. Enabled content applications with simplified access to JCR content infrastructure based on CRX and Adobe’s JCR Connectors.

2.1.2. Adobe CQ WEM Add-ons

- 2.1.2.1. **Adobe CQ WEM Users (per User)**. The purchase of Adobe CQ WEM Basic or Standard Users requires the purchase of the related Adobe CQ WEM base package.
- 2.1.2.2. **Active Clustering for Adobe CQ WEM (per Cluster)**. The purchase of Active Clustering for Adobe CQ WEM enables Cluster Functionality for Adobe CQ WEM licenses.
- 2.1.2.3. **Adobe CQ Marketing Campaign Management (“Adobe CQ MCM”) (per Instance)**. Adobe CQ MCM enables Users to plan, design, launch, and optimize marketing campaigns across multiple digital channels, including mobile and social communities.
- 2.1.2.4. **Adobe CQ Mobile (per Instance)**. Adobe CQ Mobile leverages the Adobe CQ WCM platform and interface to deliver web content across a range of mobile devices and applications.
- 2.1.2.5. **Adobe CQ Multisite Manager (“Adobe CQ MSM”) (per Instance)**. Adobe CQ MSM lets Users define relations between the sites and also lets you define to what degree re-use or control is exerted on the different sites. The MSM, once set up, does this automatically.





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2.1.2.6. **Adobe CQ Social Communities (per Instance).** Social Communities are a fully integrated solution that enables marketers to create immersive social experiences as part of their website to build brand loyalty and generate demand.

2.1.2.7. **Adobe CQ eCommerce (per Instance).**

2.1.2.8. **Content Repository Connectors (per Connector).** Each Content Repository Connector is licensed to Customer for use with one (1) Adobe CQ WEM base package (Basic or Standard) and each related Additional Adobe CQ WEM Instance(s) purchased.

2.1.2.9. **Additional Adobe CQ WEM Instances (per Instance).** The purchase of additional Adobe CQ WEM Basic or Standard Instances requires the purchase of the related Adobe CQ WEM base package.

2.2. Adobe CQ Digital Asset Management (“Adobe CQ DAM”)

2.2.1. **Adobe CQ DAM Stand-alone (per Instance).** Adobe CQ DAM provides a tool for planning, production, and distribution of digital assets. A license for each User of Adobe CQ DAM Stand-alone, its components, add-ons, or additional instances, must be purchased separately. Adobe CQ DAM Stand-alone shall consist of the following components and functionality. Use of these components is licensed to Customer for use on every Instance included with Adobe CQ DAM Stand-alone and each additional Adobe CQ DAM Instance(s) purchased.

- Adobe CQ CRX. CRX is a commercially packaged version of the Apache Jackrabbit and Sling open source projects and is a powerful web application development solution. CRX is built on a modern architecture and is a highly scalable content repository.
- CIFS Support. The SMB/CIFS Adapter exposes the CRX repository via SMB/CIFS (Common Internet File System).
- LDAP with SSO. CQ can interact with an LDAP server that stores user information centrally, eliminating the need for duplication. This central server is then used to verify login information that can be used to realize Single Sign On, both with other in-house applications and external Portals.
- ContentBus. Enabled content applications with simplified access to JCR content infrastructure based on CRX and Adobe's JCR Connectors.
- WebDAV. CRX and CQ come with WebDAV support that lets Users display and edit the repository content. Setting up WebDAV gives Users direct access to the content repository through your desktop.

2.2.2. Adobe CQ DAM Add-ons

2.2.2.1. **Adobe CQ DAM Users (per User).** The purchase of Adobe CQ DAM Stand-alone Users requires the purchase of the related Adobe CQ DAM Stand-alone package.

2.2.2.2. **Active Clustering for Adobe CQ DAM (per Cluster).** The purchase of Active Clustering for Adobe CQ DAM enables Cluster Functionality for Adobe CQ DAM licenses.

2.2.2.3. **Additional Adobe CQ DAM Instances (per Instance).** The purchase of additional Adobe CQ DAM Instances requires the purchase of Adobe CQ DAM Stand-alone.

3. **Adobe CQ OnPremise Software.** The following provisions apply to Adobe CQ OnPremise Software, either being purchased by Customer on a perpetual or subscription basis. All Adobe CQ products and services listed under the OnPremise section of the Sales Order are licensed to the Customer pursuant to all terms and conditions under the Adobe — Exhibit for OnPremise Software included herein and further subject to the terms and conditions of this Adobe PDM for CQ.

3.1. **License for Development Use.** Subject to, and so long as Customer complies with, the terms and conditions of this Agreement, Adobe grants to Customer a non-exclusive license, during the License Term, to install and use the CQ OnPremise Software licensed under this Agreement, as Development Software (“Development





License”). The Development License shall be used solely in Customer’s technical development environment, strictly for testing and quality assurance purposes and not for production purposes. This license grant is provided solely in connection with Development Software versions of the CQ OnPremise Software and for Customer’s own internal business operations, and nothing in this section grants any express or implied license to use, distribute, modify, copy, link, or translate the Development Software other than in connection with the Customer’s use in a development environment. The Development Licenses are further subject to all license restrictions described in this Agreement.

- 3.2. **Protection Measures.** Customer acknowledges and agrees that the On Premise Software may contain verification and reporting functionality that allows the remote reporting of Customer’s usage of the OnPremise Software for the purpose of verifying Customer’s compliance with the terms and conditions of this Agreement (“Remote Verification”). Customer agrees to cooperate and assist with Adobe’s reasonable requests regarding the facilitation of such Remote Verification, and Customer agrees that it shall not (or allow any of its employees or any third party) directly or indirectly attempt to disable or remove such Remote Verification functionality. The OnPremise Software may also include technological measures that are designed to enable Adobe to disable the OnPremise Software if Customer has breached the terms of this Agreement.

Third Party Software Notices. In order to accommodate public demand for software that is interoperable with other products and platforms, Adobe, like other commercial software publishers, has designed its products to comply with public standards, and has incorporated code created and licensed by third parties into its products. The creators of these public standards and publicly available code, as well as other third party licensors, require that certain notices and terms and conditions be passed through to the end users of the software. Such required third party software notices and/or additional terms and conditions are located at www.adobe.com/products/eula/third_party/index.html (or a successor website thereto) and are made a part of and incorporated by reference into this Agreement. Customer acknowledges and agrees that Adobe’s licensors (and/or Adobe if Licensee obtained the Software from any party other than Adobe) 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.

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