

Platinum Support Service Agreement ("Support Agreement")

The following sets forth the terms and conditions for the provision of maintenance for Adobe software licensed by Customer and support services ("Support Services") under the Adobe Platinum Maintenance and Support Program:

1. Platinum Support.

Platinum Support is not available for all Adobe software titles. The Adobe software for which Platinum Support is available is listed on: www.adobe.com/support/products/enterprise/eol/index.html

If Customer subscribes for Support Services, and pays the Annual Support Fee Adobe shall provide the following Support Services:

1. Adobe will provide Customer technical support only to a maximum of four (4) named Customer technical support contacts ("Customer's Technical Support Contacts").
2. Adobe will provide prioritized, toll-free Support Services for the Software to be accessed by Customer's Technical Support Contacts between the hours of 07.00 and 20.00 Eastern Time Monday through Friday (excluding holidays) via telephone, facsimile, e-mail and Adobe's web site for all non-critical issues. Adobe will provide prioritized toll free Support Services for critical issues 24 hours a day, 7 days a week. Priority definitions are available at <http://www.adobe.com/support/programs/policies/sla.html>.
3. Adobe will provide code corrections as required to correct Software malfunctions in order to bring the Software into substantial conformity with applicable documentation. If Customer encounters a problem in the usage of the Software, Customer will provide Adobe with sufficient detail to permit Adobe to understand and reproduce the problem. Adobe will use reasonable efforts to diagnose the problem and if it is mutually determined by Customer and Adobe that the problem represents an error in the Software that causes it to not to operate in substantial conformity with applicable documentation, Adobe will use commercially reasonable efforts to provide a fix release to Customer. In addition, Adobe may, at its sole discretion and from time to time, make fix releases generally available to users of the Software.
4. Adobe shall provide to Customer, at no additional charge, all upgrades for the Software to make the Software current, provided that Adobe's obligations under this Section 1(d) with respect to each major version (defined by a x.0 version number) of a specific Software product shall continue for a maximum of five (5) years (or seven (7) years if Customer also orders extended support) after the first commercial release of that major version of that Software product. If Customer requires an upgrade from a major version of a particular Software product that was first commercially released more than five (5) years (or more than seven (7) years if Customer also orders extended support) earlier, additional fees may apply. "Upgrades" mean those versions of the Software products that Adobe, at its discretion, deems to be logical improvements or extensions to the Software products and that have been released for general commercial

distribution. In particular, upgrades are designated point releases by Adobe (e.g., 4.2 to 4.3 or 4.3 to 5.0 if 5.0 is the next version release in the series). Releases designated by Adobe as third digit releases (e.g., 4.2.2 to 4.2.3) are not considered upgrades for the purposes of this Agreement, but rather they are considered as fix releases which must be requested by Customer. Fix releases provided to Customer pursuant to this Support Agreement will only be for the current version of each Software product.

5. Customer shall have unlimited secure access to Adobe's on-line support facility on Adobe's web site at "www.adobe.com."
 6. Customer shall have access to Adobe's eSupport services via remote computer access. Should Customer choose to access such services, Customer hereby grants permission to Adobe to remotely access the Software from an external computer controlled by Adobe, including any and all of Customer's systems on which the Software resides, for the sole purpose of providing Support Services to Customer. **CUSTOMER ACKNOWLEDGES THAT IT MAY CONTROL ALL ADOBE ACCESS TO THE SOFTWARE AND TO CUSTOMER'S SYSTEMS BY SELECTING A "HIGH" SECURITY SETTING AND MONITORING ALL SUCH ACCESS.**
2. **Software License.** The Software is licensed to Customer for use subject to all the terms and conditions of the end user license agreement which is part of the electronic installer for the Software, unless Customer has a written license agreement with Adobe in which case such agreement shall govern use of the Software. Customer agrees and acknowledges that any and all new or upgraded copies of the complete Software provided hereunder are for replacement of the copies of the Software previously licensed to Customer and are not provided as additional copies. Copies of the Software that are replaced must be destroyed. Notwithstanding the foregoing, the use of any Upgrade provided hereunder shall be governed by the updated license use/restriction terms in the applicable end user license agreement, if any. Nothing in this Support Agreement shall be construed as increasing the number of copies of the Software licensed to Customer.
 3. **Annual Support Fee/ Initial Term and Renewals.**
 1. **Initial Term.** The initial term for Support Services is (1) year, unless otherwise stated. Adobe will provide Customer with a renewal reminder in advance of expiration of the then-current term for Support Services, so that Customer can order a further one year period for Support Services. Upon receiving Customer's order Adobe shall invoice Customer for the next renewal term to Customer.
 2. **Renewals.** If Customer elects to renew Support Services for any Commercial Adobe Software licensed hereunder (which for purposes of this section means software products listed on Adobe's FLP product list), provided that version of software then held by Customer has not been end-of-lifed, the term "Annual Support Fee" as used in this Support Agreement means, (i) for the Initial Term, the Annual Support Fee established at time of first purchase, (ii) for the first renewal term, if so renewed, the Annual Support Fee increased by three percent (3%), (iii) for the second through the fourth renewal terms, if so renewed, the Annual Support Fee for immediately preceding renewal term increased by three percent (3%), (iv) and for the fifth and subsequent renewal term(s), the lesser of 20% of the then-current List Price for the software or the Annual Support Fee for the immediately preceding renewal term increased by the applicable Consumer Price Index (CPI)*, for the 12-month period preceding the renewal date, however, in no event shall the amount be less than the Annual Support Fee paid for the prior year for the Program(s) covered by this renewal.
 3. **Extended Support.** If the version of a Program licensed by Customer will reach End of Life as defined in Section 1 e) above, Customer may elect to purchase Extended Support for a maximum period of another two (2) years from the End of Life Date, provided that Extended Support is available for that version of the Program. Information about Programs that have been or soon will reach End of Life and

Extended Support availability dates by product version are published on Adobe's website at www.adobe.com/support. If Customer elects to purchase Extended Support, the Annual Support Fee for the first year and or the renewal (second year), shall be an additional 25% of the Annual Support fee for the current renewal term as described in section b above.

If extended support is renewed, the renewal fee would be the Annual Support Fee paid for the prior year increased by the applicable Consumer Price Index (CPI)*, for the 12-month period preceding the renewal date. Should Customer upgrade to the next major version of the Software (e.g., upgrade from version 4.0 to 5.0), the Annual Support Fee for the upgraded version shall be the lesser of twenty percent (20%) of the then current list price of the license fee for such upgraded version, or the Annual Support Fee for the last renewal prior to renewing under Extended Support increased by the applicable Consumer Price Index (CPI)*, for the 12-month period preceding the renewal date.

* for the USA and Mexico, CPI is as published by the United States Department of Labor, Bureau of Labor Statistics. For Canada, CPI is as published by the Bank of Canada

4. **Right to Discontinue or Modify Services.** Customer acknowledges that Adobe has the right to discontinue the manufacture and development of any of the Software and the support for that Software, including the distribution of older Software versions, at any time in its sole discretion, provided that Adobe agrees not to discontinue the support for that Software during the current annual term of this Agreement, subject to the termination provisions herein. Support Services shall not automatically renew if Adobe discontinues Support Services for all of the Software covered by this Support Agreement. Notwithstanding the foregoing, if Adobe discontinues the manufacture and support for a particular piece of Software, Support Services for any remaining Software covered by this Support Agreement shall not be adversely affected. Adobe reserves the right to alter the Support Services, from time to time, using reasonable discretion but in no event shall such alterations result in: (a) diminished support from the level of support set forth herein; (b) materially diminished obligations for Adobe; or (c) materially diminished rights of Customer. Adobe shall provide Customer with sixty (60) days prior written notice of any material changes to the Support Services contemplated herein.
5. **Decommissioning.** When buying Maintenance and Support ("M&S") and the customer has multiple copies of one product, it is a requirement to purchase M&S on 100% of those licenses. This prevents partial M&S cover whilst holding several licenses of the same product, which could lead to support being refused if it is not identifiable which licenses are covered with valid M&S. However, the customer may choose not to renew M&S on all the licenses of a particular product where it is no longer required and hence deemed no longer in use.
6. **Limitation of Liability.** ADOBE DOES NOT GUARANTEE, REPRESENT OR WARRANT CONSULTATION RESULTS, IDENTIFICATION OF ALL VIRUSES, OR THAT ALL ERRORS AND BUGS WILL BE CORRECTED. IN NO EVENT SHALL ADOBE'S OR ADOBE'S LICENSORS' TOTAL CUMULATIVE LIABILITY TO CUSTOMER (FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATED TO THE SUPPORT SERVICES PROVIDED UNDER THIS SUPPORT AGREEMENT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO ADOBE FOR THE SUPPORT SERVICES IN THE SUPPORT TERM IN WHICH SUCH LIABILITY AROSE.
7. **Service Requests.** The priority or severity of the Service Request (which consists of the error or question reported to Adobe by one of Customer's Technical Support Contacts based on a material failure of the Adobe Software to conform to the published product specifications) will be

established based on Adobe's published Case Priority definitions which are currently available online at <http://www.adobe.com/support/programs> (the "Support Site").

Adobe shall undertake reasonable efforts to; a) Acknowledge receipt of a Service Request from a Technical Support Contact within the time allotted ("Response Time"). This will generally be via the same medium of communication by which the Service Request was reported; b) Provide a short status report to Customer within a reasonable time; c) Solve the Service Request by providing a remedy that could take the form of eliminating the defect, providing updates, or demonstrating how to avoid the effects of the defect with reasonable commercial effort. The remedy may also include error corrections, patches, bug fixes, workarounds (i.e. temporary solutions used to complete a task that would not otherwise be possible due to a problem or limitation in the affected Adobe Software Product), replacement deliveries or any other type of software or documentation corrections or modifications. Each party acknowledges that despite a party's reasonable efforts, not all problems may be solvable.

Processing time for Adobe starts from the date and time when Adobe Enterprise Support acknowledges receipt of a Service Request. If the Service Request cannot be solved within a commercially reasonable timeframe, the Service Request may be escalated within the Adobe Enterprise Support organization.

8. **Proprietary Rights.** The Software is licensed, not sold. All intellectual property rights, including all copyrights and patent rights, in and to the Software shall, at all times, remain with Adobe or its licensors. Adobe and its licensors reserve all rights not expressly granted to Customer. Physical copies of the Software remain the property of Adobe. Customer must fully reproduce any copyright or other notice marked on any part of the Software on all authorized copies and must not alter or remove any such copyright or other notice.
9. **Termination.**
 1. Adobe shall provide the above Support Services under this Agreement for a term of one (1) year from Support Services ("Commencement Date") (the "Initial Term"). Subsequent one year renewal terms are optional. If this Agreement lapses, Customer may be subject to additional fees prior to the reinstatement of Support Services hereunder.
 2. Support Services may be terminated by Adobe for: failure of Customer to pay for Support Services; abusive or fraudulent use of Support Services by Customer; or for Breach of License or of Proprietary Rights. If Adobe terminates the Support Services as a result of a breach of License, or of Proprietary Rights, Customer shall immediately cease use of the Software, delete the Software from all computer systems on which it resides, and return to Adobe any media containing the Software as well as any related materials. Sections 2, 5, 7 and 8 shall survive expiry or termination of this Agreement. When Support Services expire, Customer shall have continued use of Software it received under this Agreement, subject to the continued adherence to the terms and conditions of this Agreement and/or the relevant license agreement with Adobe.
10. **General.** This Support Agreement may not be assigned by Customer. Any assignment in violation of the foregoing shall be null and void. This Support Agreement supersedes all other written and oral proposals, purchase orders, prior agreements, and other communications between Customer and Adobe concerning the subject matter hereof and constitutes the entire agreement between Adobe and Customer regarding provision of Support Services. If Customer is a resident of the United States, Mexico, or Canada then (i) this Support Agreement shall be governed by the laws

of the State of California without reference to conflict of law principles; and (ii) Customer consents to the personal jurisdiction of the state and federal courts located in Santa Clara County, California. If Customer is a resident of any other country, then (i) this Support Agreement shall be governed by the laws of the Republic of Ireland without reference to conflict of law principles, as such laws are applied to agreements entered into and to be performed entirely within the Republic of Ireland between residents of the Republic of Ireland; and (ii) Customer consents to the personal jurisdiction of the courts located in Courts of Ireland in Dublin, Ireland for all disputes relating to this Support Agreement. If any action at law or in equity is necessary to enforce the terms of this Support Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled. Nonperformance of either party shall be excused to the extent that performance is rendered impossible by fire, flood, earthquake, governmental acts or orders or restrictions, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.