

Adobe® Bronze Support Program Service Agreement

This Agreement is between Adobe Systems Incorporated and Customer ordering the Adobe® Bronze Support Program (“Support Program”), if Customer is resident in the United States, Canada, or Mexico or between Adobe Systems Software Ireland Limited and Customer, if Customer is resident in any other country. The two Adobe entities shall be referred to collectively as "Adobe". Customer hereby agrees that the following terms and conditions shall govern the delivery of support services by Adobe to Customer under the Support Program with respect to applicable registered Adobe products (“Products”) and where indicated with respect to third-party products and technologies. Subject to Customer’s termination right as set forth in Section 4 below, ordering the Support Program indicates Customer’s acceptance of the terms and conditions contained in this Service Agreement. This Service Agreement is effective upon receipt and acceptance of Customer’s order by Adobe or by the authorized reseller from whom support is purchased (“Commencement Date”).

1. Services.

1. Adobe will provide Customer the support services (“Support Services”) described at www.adobe.com/support/programs/bronze.html (the “Support Site”). Such descriptions, as may be amended from time to time, are deemed to be part of this Service Agreement. The Adobe software products for which Bronze Support is available are listed on the Support Site. Bronze Support is not available for all Adobe software products. Bronze Support is sold in multiple incident packs and can be used by multiple users, although, each contact with a new incident as described in section 2 will count towards decrementing the multi-pack. Support Services will be delivered by a member of Adobe’s technical support team to the Technical Support Contacts during the regional hours of operation as listed on the Support Site. Support is delivered in English only unless the Customer is in a location where localized support has been made available by Adobe.
2. **Restrictions.** Adobe may limit or terminate the Support Services being provided if Customer uses the Support Services in an abusive or fraudulent manner, as determined by Adobe in its reasonable discretion. Resale, assignment and transfer of ownership are strictly prohibited and will be grounds for termination of the Support Terms. Adobe will only provide Support Services for Products that are properly registered with Adobe as documented on the Support Site. A single support incident will be restricted to support on an issue that focuses on one aspect of the product – e.g. use of a specific documented feature of the product or assistance with a specific problem or error message. While this issue may involve other aspects of the product, addressing other aspects constitutes a separate issue and requires an additional support incident. A single support incident may involve multiple phone calls, emails and off-line research. Adobe Support Engineers are responsible for determining what characterizes a single support incident and communicating this to the Customer. Adobe Support Engineers will make reasonable efforts to resolve the issue but Adobe cannot guarantee that every issue will be resolved.
3. **Exclusions.** Adobe shall not be required to provide any Support Services relating to problems or issues arising out of or from (i) Customer’s use of the Products in a manner for which they were not designed; (ii) damage to the media on which the Products are provided or to the computer on which the Products are installed; (iii) Customer’s negligence, misuse, or modification of the Products; (iv)

versions of Products other than the most recent version (e.g., 5.x) and one version back (e.g., 4.x), provided that Adobe shall also not be required to provide any Support Services for Products that are no longer listed on the Support Site as supported products; (v) third-party products and technologies not associated with network installation assistance as listed on the Support Site as supported technologies or (vii) conflicts related to replacing or installing hardware, drivers, and software that have not been Adobe certified.

4. **Term and Termination.**

1. Absent early termination for the reasons stated herein, this Service Agreement shall have a term of one year or until all incidents are used, whichever ever comes first, from the Commencement Date when purchased directly through an Adobe call center or one year from the 1st of the following month established by the Commencement Date when purchased from an Adobe on-line store or through the Adobe Open Options volume software licensing programs.
2. Notwithstanding anything to the contrary herein, these Support Terms may be terminated by Adobe for failure of Customer to pay Adobe the Annual Support Fee if such failure to pay continues for ten (10) days after Adobe gives Customer written notice of such failure. Adobe may also terminate these Support Terms if Customer materially breaches the terms of these Support Terms and fails to cure such breach within thirty (30) days of written notice thereof, except that a material breach of any license granted to Customer in the terms of use or end user license agreement applicable to the Software End User Licensing Agreement shall be grounds for immediate termination.
3. Customer acknowledges that Adobe has the right to discontinue the manufacture and development of any of the Software and the Support Services for any Software, including without limitation the distribution of older Software versions, at any time in its sole discretion, provided that Adobe agrees not to discontinue the Support Services for the Software during the current annual term of this Service Agreement, subject to the termination provisions herein. Adobe reserves the right to alter these Support Services from time to time, using reasonable discretion but in no event shall such alterations result in (i) diminished support from the level of support set forth herein; (ii) materially diminished obligations for Adobe; (iii) materially diminished rights of Customer, or (iv) higher Annual Support Fees during the then-current term. Adobe shall provide Customer with thirty (30) days prior written notice of any permitted material changes to these Support Services contemplated herein.

5. **Support Activation.** All Support Programs purchased from an Adobe on-line store or through the Adobe Open Options program must be activated by calling Adobe within thirty (30) days of the Commencement Date. Activation instructions and contact information can be found at www.adobe.com/go/supportactivation. Activation requires that the customer provides serial numbers of the licenses for which support was purchased and names of authorized contacts that will be using the support program. Upon activation, Adobe will send the customer a welcome letter outlining how to access Adobe person-to-person phone and eCase technical support. Adobe Support Programs that are not activated will expire one year from the Commencement Date as described in section four (4) above.

6. **Refund Policy.** If a customer does not agree to these terms and conditions, a full refund of the annual fee may be requested within the first thirty (30) days after the Commencement Date so long as the customer has not activated or used the Support Program. Refund

requests must be submitted to the Adobe authorized reseller from which the Support Program was purchased or submitted to Adobe if purchased directly from Adobe.

7. **Renewals.** Bronze support is paid up front and will expire one year from the commencement date or when all incidents are used, which ever comes first. If purchased from an Adobe reseller (such as those reselling Adobe software licenses under the Adobe AOO (Adobe Open Options) Program, pricing for Bronze support is determined by such reseller. At time of renewal, the renewal price will be determined between Customer and an Adobe reseller or as set by standard published pricing.
8. **Warranty and Disclaimer.** Adobe will use commercially reasonable efforts to provide the Support Services in a professional manner, but Adobe cannot guarantee that every question or problem raised by Customer can or will be resolved. Nothing in this Service Agreement shall be construed as expanding or adding to the warranty for the Software set forth in the Product End User License Agreement or any other agreement with Adobe governing use of the software. EXCEPT FOR ANY WARRANTY, CONDITION, REPRESENTATION, OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO CUSTOMER IN ITS JURISDICTION, ADOBE MAKES, AND CUSTOMER RECEIVES, NO WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, RELATED TO OR ARISING IN ANY WAY OUT OF THIS SERVICE AGREEMENT OR THE PROVISION OF MATERIALS OR SERVICES UNDER THIS SERVICE AGREEMENT. ADOBE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
9. **LIMITATION OF LIABILITY.** ADOBE'S LIABILITY UNDER THIS SERVICE AGREEMENT IS LIMITED TO THE AMOUNTS PAID BY CUSTOMER FOR THE SUPPORT SERVICES ORDERED BY CUSTOMER. IN NO EVENT SHALL ADOBE HAVE ANY LIABILITY FOR ANY SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE OF EQUIPMENT OR FACILITIES, OR INTERRUPTION OF BUSINESS, ARISING IN ANY WAY OUT OF THIS SERVICE AGREEMENT UNDER ANY THEORY OF LIABILITY, WHETHER OR NOT ADOBE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
10. **Additions.** Any additional services added to this Service Agreement by written notice to Customer will be governed by the terms of this Service Agreement.
11. **General.** This Service Agreement may not be assigned by Customer. Any assignment in violation of the foregoing shall be null and void. This Service 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 Service 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 Service 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 Service Agreement. If any action at law or in equity is necessary to enforce the terms of this Service 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. Sections 8, 9 and 10 shall survive expiration or earlier termination of this Service Agreement for any reason.