

Introduction:

- The following is a summary of the terms and conditions of the proposed merger
 - The merger is subject to the approval of the board of directors of the merger, which is expected to take place in the near future
 - The terms of this merger are subject to change at any time without notice
 - In the event that the merger is deemed to be in the best interests of the shareholders, the merger will be terminated
 - The date of this announcement will be determined by the Board of Directors at its meeting on or before September 26, 2016
 - The merger was approved by the shareholders at a meeting held on September 20, 2016
 - The Board also determined that, in the event of a merger that is not in the stockholders' best interests, the shareholders will be entitled to a cash payment of \$1 million
 - The amount of the cash payment will not be determined until after the merger has been consummated
 - The stockholders will receive one share of the common stock for each share of common stock they hold
 - The stock will be held in the name of the shareholder of record at the close of business on September 27, 2016
 - The stockholders are entitled to receive a share of their common stock in the merger at the date of the announcement
 - The shareholders will also receive a one-time cash payment in the form of a dividend
 - The share price will be calculated on the basis of the closing price of the stock on the date the merger was announced
 - The common stock is not convertible into shares of the company at the time of the announcing the merger
 - In addition, the stockholders will have the right to convert their shares into common stock
 - The holders of record on September 26, 2016 will receive a dividend of one share per share
 - The dividend will be paid on September 28, 2016
 - The stock is convertible into cash at
- Key Terms: terms, 24v1, 2024v1, adobe, general

1. DEFINITIONS:

- The following terms and conditions apply to Adobe Systems, Inc
- ('Adobe') products and services ('Products and Services') and to any third-party technology owned by Adobe or licensed to Adobe by a third party ('Third Party') that is appointed by Adobe to process orders from Customers or is a reseller of Products and Services
- The Third Party is required to comply with the terms of this agreement and the applicable Product Specific Licensing Terms, the applicable Cloud Services Agreement, and the Data Processing addendum.<n>Adobe reserves the right to amend this agreement at any time without notice or notice to the third party
- The parties agree that, in the event of any breach of this Agreement, the Third Party will be liable to Adobe for the full amount of the purchase price, plus interest, penalties, and any other costs associated with the breach
- The third party will not be liable for any third party's use of any of the products or services that it provides to the end customer.<n>The third party is not required to disclose any confidential information about the customer to the other third party, and such confidential information will be

deemed Confidential Information of the customer and deemed confidential by Adobe.<n>This agreement is subject to change without notice

- For more information on how to update this agreement, visit <https://www.adobe.com/legal/terms/enterprise-data-protection/data-processing-and-privacy-standard.html> .<n>For more information about how to opt-out of the agreement, see the Data Protection and Rights Management section of this document.

Key Terms: adobe, licensing, enterprise, licensed, software

2. PAYMENT OF FEES:

- The following terms and conditions apply to all orders for the products and services provided by Adobe, Inc

- ('Adobe') ('the Company') under the terms of this agreement ('this Agreement') between Adobe and the customer ('Customer') who has ordered the Products and Services directly from Adobe

- This Agreement is subject to change without notice

- The Company reserves the right to amend this Agreement at any time by issuing a written notice to Customer in writing

- Without limiting the rights of the Company, this Agreement does not apply to orders placed by Adobe's partners

- In the event that an order is placed from an Adobe Partner, payment terms are agreed between Customer and the Partner

- Customer must pay the fees according to the payment terms in the Sales Order

- All invoices will only be delivered electronically to Customer

- Adobe may charge interest at a monthly rate equal to the lesser of 1% per month or the maximum rate permitted by a applicable law on any overdue fees, from the due date until the date the overdue amount (plus applicable interest) is paid in full

- Any fees that are unpaid as of the date of termination or expiration will be immediately due and payable.<n>If Customer believes in good faith that Adobe has incorrectly billed Customer, Customer must contact Adobe in writing within 30 days of the invoice date, specifying the error

- Unless Customer has correctly notified Adobe of the dispute, Customer is required to pay the undisputed portions of Adobe's invoice as required by this Agreement.<n>Adobe will invoice Customer for any applicable taxes, and Customer will pay these taxes

- Where applicable, Customer agrees to send Adobe an official tax receipt within 60 days of payment to Adobe.<n>The Company may, in its sole discretion, terminate the

Key Terms: invoices, invoice, payment, adobe, fees

4. LICENSE AND RESTRICTIONS:

- The following terms and conditions govern the use of Adobe's cloud services and products (the "Cloud Services"), including, but not limited to, the Cloud Services for which Adobe provides a non-transferable, non-exclusive license to: (A) install, implement, and use the On-premise Software in accordance with the Documentation on Computers, for the platforms and quantities set out in the Sales Order; (B) make a reasonable number of copies of the On -premise Software for archival purposes and install and use them only when the primary copy has failed or is destroyed; and (C) develop and test Customer Customizations to evaluate potential configurations of the cloud services

- Without limiting the foregoing, Adobe reserves all other rights not expressly granted in this Agreement, including, without limitation, the right to remove, obscure, or alter any proprietary notices associated with the Products and Services (including any notices in Reports) and to send Customer Data to such third-party providers

- The Cloud Services are provided free of charge to Adobe customers and non-profit organizations, and are not subject to any restrictions or limitations on the use or sale of the Services
- The Services are available on a subscription basis, on a time-sharing basis, as part of a hosted service, or on a computer service provider's website, or through a cloud-based service provider
- The terms of this Agreement are subject to change at any time without notice to Adobe and this Agreement
- Adobe reserves the right, in its sole discretion, to amend or withdraw this Agreement at any point in time, without notice or liability to any of its customers
- The Company will not be liable for any loss or damage caused by any third party in connection with any use of the Cloud

Key Terms: licenses, licensing, license, adobe, licensed

7. CONFIDENTIALITY:

- The following terms and conditions apply to the use and disclosure of confidential information by Adobe, Inc
- ("ADOBE") and its affiliates (the "Advisers") in connection with the sale of Adobe's cloud-based software products to a third-party customer
- The Advisers agree to comply with the terms of this agreement, including, but not limited to, the following provisions: (a) disclosing confidential information only on a need-to-know basis or as permitted under this Agreement; (b) disclosing Confidential Information in the event of dispute between the parties, as necessary to establish the rights of either party; (c) providing the Products and Services licensed by Customer with reasonable advance notice to the other party; and (d) providing reasonable assistance to limit the scope of the disclosure
- Without limiting the foregoing provisions, Adobe reserves the right to amend or withdraw this agreement at any time without notice
- Indemnifying Party will at its expense indemnify and defend Adobe against those losses of the Indemnified Party
- The parties agree to co-operate in good faith to avoid and mitigate any Data Privacy Claims, keeping in consideration the rights and reputation of affected data subjects and the reputation of each Party
- Adobe will pay any damages finally awarded by a court of competent jurisdiction (or settlement amounts agreed to in writing by Adobe) for the On-premise Software on a straight-line basis using a useful life of 36 months from the date of initial delivery of the On -premise Software.<n>Indemnified Party will have no liability for any act or omission of any third party that impedes or prevents the parties' ability to compliance with applicable data security and privacy laws.<n>ADOBE will not be liable for any loss or damage

Key Terms: confidentiality, confidential, disclosure, privacy, disclose

9. LIMITATION OF LIABILITY:

- The parties to this agreement have agreed to the following terms: (A) Neither party will be liable to the other for any special, indirect, moral, consequential, incidental, punitive, or exemplary damages
- (B) do not apply to Customer's liability arising out of use of Adobe Technology beyond the scope of any license granted under this Agreement
- (C) are not liable for any death, bodily injury, or damage to tangible personal property resulting from a Party's negligenc e or willful misconduct
- (D) are limited to the greater of \$3,000,000.00 or two times the aggregate of the fees payable by Customer under the applicable Sales Order

- (E) are subject to the terms and conditions of this agreement
- The parties have agreed that, in the event of a breach of this Agreement, each party will pay the amount of the fee paid by Customer in the 12 months before the initial Claim
- (F) each party's maximum aggregate liability is limited to an amount equal to the aggregate fees paid by the other party under section 7 (Confidentiality) and section 8 (Indemnities) of the agreement
- (G) are also limited to a maximum of \$3,000.00 per person, per day
- (H) are the limits of each Party's liability under the terms of section 9(b) and (c) of these agreements
- (J) are limitations on the amount that each party may be liable under any of these provisions
- (K) are limits on the amounts that may be recovered by the Indemnified Party under section 8(a) under the law
- (L) are determined by the parties in their sole discretion.

Key Terms: liable, liability, damages, negligence, fees

10. WARRANTIES:

- The following terms and conditions apply to all software and cloud services provided by Adobe Systems, Inc
- (Adobe) and its affiliates (Adobe Cloud Services) for the period from January 1, 2015 through December 31, 2015 (the 'License Term').<n>Adobe's Cloud Services are provided as a service ('Cloud Services') and are subject to the terms of the Cloud Services Agreement, including, but not limited to, the provisions of this agreement and the terms and provisions of the cloud services agreement
- The Cloud Services agreement is subject to change at any time without notice
- To the extent permitted by law, Customer's sole and exclusive remedy and Adobe's sole liability under or in connection with this warranty will be a replacement of the Distributed Code (as applicable) or a refund of any pre-paid fees for the unused portion of the license (calculated at the date of termination for the applicable Cloud Service).<n>In the event of a breach of this warranty, Customer will be liable to Adobe for the full amount of the purchase price plus any additional costs associated with the delivery and installation of the software and services
- Customer will not be liable for any third-party software or cloud services that are not provided under this agreement.<n>Adobe reserves the right to change or discontinue this warranty without notice or for any reason
- Customer is responsible for the use and maintenance of the products and services provided to it by Adobe
- Customer acknowledges that (A) neither Adobe, nor its third -party providers controls Customer equipment or the transfer of data over communications facilities (including internet) and (B) the Products Services may be subject to interruptions, delays, cancellations, or other problems resulting from these problems
- (C) Adobe is fully responsible for installing appropriate security

Key Terms: warranty, warranties, warrants, adobe, cloud

11. LICENSE COMPLIANCE:

- The following terms and conditions apply to the use, installation, and deployment of software and cloud services provided by Adobe Systems, Inc
- ("Adobe") and its subsidiaries and affiliates (the "Company"), including, but not limited to, the "On-premise Software" and "Cloud Services" described below

- The terms and terms of this agreement are subject to change at any time without notice.<n>Adobe reserves the right, no more than once every 12 months, to use other means to verify that Customer's use of the Products and Services comply with the terms of the Agreement
 - The verification will require Customer to provide within 30 days of request (A) raw data from a software asset management tool of all On -premise Software and Distributed Code installed or deployed by or on behalf of Customer; (B) all valid payment documentation for the On-premise software and Cloud Services; and (C) any information reasonably requested by Adobe to determine Customer's use.<n>If use, deployment, or installation exceeds 5% of that which is permitted under this Agreement, Customer must pay Adobe's reasonable costs of conducting the verification, in addition to paying the additional fees.<n> Adobe is free to use the residuals of Confidential Information for any purpose, where "residuals" means that Confidential Information disclosed in non-tangible form that may be retained in the memories of representatives of Adobe
 - Adobe is responsible for all taxes and any employment obligations arising from its employment of personnel and contractors to perform the Professional Services.<n>To the extent that Customer participates in the creation or modification of any Adobe Technology or Deliverables, Customer irrevocably assigns to Adobe all rights, title, and interest (including intellectual property rights) in and
- Key Terms: adobe, compliance, cloud, software, license

13. TERM AND TERMINATION:

- The following terms and conditions apply to all products and services provided by Adobe, Inc
 - ("Adobe") and its subsidiaries, including, but not limited to, the Cloud Services
 - The term "Products and Services" includes, among other things, Adobe's cloud-based software development and management tools and services, including the Adobe Digital Suite and Adobe Digital Cloud Professional Services
 - These terms are subject to change without notice
 - The "terms" of this Agreement include, without limitation, the expiration of the applicable license term for the Products and Services, and the terms of the "term for professional services", which include, but do not include, the provision of consulting services
 - Without limiting the scope of these terms, Adobe reserves the right to terminate this Agreement, in whole or in part, at any time, for any reason
 - The termination or expiration of this agreement will not affect the following subject matters: definitions, payment obligations, confidentiality, term and termination, effect of termination, license compliance, limitation of liability, privacy, usage information and the "General Provisions" of these General Terms
 - The terms of this General Terms apply to each of the products, services, and professional services that Adobe provides to its customers
 - The General Terms do not apply to any third-party products or services provided to Adobe by Adobe or its subsidiaries
 - This Agreement is subject to the terms and provisions of the United Nations Convention on Contracts for the International Sale of Goods and the laws of the State of California, without regard to any conflict of law rules and principles thereunder
 - The parties irrevocably submit to the exclusive jurisdiction of the courts of competent jurisdiction in the County of Santa Clara, California, to enforce the parties' rights under this Agreement or to enforce its intellectual property
- Key Terms: termination, terminate, terminated, agreements, adobe