

## ADOBE SYSTEMS INCORPORATED

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9. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the substantive laws in force in the State of California as such laws are applied to agreements entered into and to be performed entirely within California between California residents. This Agreement will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. All disputes arising out of, under or related to this Agreement will be brought exclusively in the state Santa Clara County, California, USA.

10. GENERAL. You may not assign your rights or obligations granted under this Agreement without the prior written consent of Adobe. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Adobe, its agents, or employees, but only by an instrument in writing signed by an authorized signatory of Adobe. When conflicting language exists between this Agreement and any other agreement included in the Software, the terms of such included agreement shall apply. If either you or Adobe employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees. You acknowledge that you have read this Agreement, understand it, and that it is the complete and exclusive statement of your agreement with Adobe which supersedes any prior agreement, oral or written, between Adobe and you with respect to the licensing to you of the Software. No variation of the terms of this Agreement will be enforceable against Adobe unless Adobe gives its express consent, in writing, signed by an authorized signatory of Adobe.

## **Exhibit A**

The “Software” for the purposes of this Agreement and which Licensee is permitted to distribute subject to the terms and conditions of this Agreement, shall consist of one or more of the following color profiles:

### **8 RGB profiles**

Adobe RGB (1998)  
Apple RGB  
ColorMatch RGB  
SMPTE-C  
PAL/SECAM  
HDTV (Rec. 709)  
SDTV NTSC  
SDTV PAL

### **14 CMYK profiles**

Coated FOGRA27 (ISO 12647-2:2004)  
Web Coated FOGRA28 (ISO 12647-2:2004)  
Uncoated FOGRA29 (ISO 12647-2:2004)  
Coated FOGRA39 (ISO 12647-2:2004)  
Japan Color 2001 Coated  
Japan Color 2001 Uncoated  
Japan Color 2002 Newspaper  
Japan Color 2003 Web Coated  
Japan Web Coated (Ad)  
U.S. Web Coated (SWOP) v2  
U.S. Web Uncoated v2  
Coated GRACol 2006 (ISO 12647-2:2004)  
Web Coated SWOP Grade 3 Paper  
Web Coated SWOP Grade 5 Paper

## **EXHIBIT B**

ADOBE SYSTEMS INCORPORATED

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