

Client's Details:

Company Name

Contact Person Name

Postcode / City

Contact Person Email

Street

Contact Person Phone Number

Country

System Information:

Product Name

System ID

Quantity of Instances

Server Information:

Domain

Login User (local administrator)

External IP Address

Login Password

Internal IP Address

Date

Client's Signature

Required System Settings

- 1. The Server meets the appropriate hardware requirements of the purchased product
- 2. Static public IP is available through the internet
- 3. For installation, support and updates a Windows Remote Desktop connection is available
- 4. Alias entry in the DNS is available (DynDNS not supported)
- 5. Public server certificate is available to ensure trust to registered Domain Name and/or Server Name
- 6. at least MS Windows Server 2008 (R2) Web Edition x64 is installed (no support for 32bit or Small Business Server)
- 7. There is no other web applications on the server installed
- 8. The Windows OS is updated and patched to the latest version
- 9. A local administrator account is available
- 10. Windows Server installation resources are available on the server during the DirectSmile installation
- 11. The server is capable of browsing the internet
- 12. The server is capable of reaching ftp.directsmile.de using the File Transfer Protocol to access the DirectSmile installation resources
- 13. The server is available on the internet on TCP/IP Port 80 (HTTP) and 443 (HTTPS SSL/TLS)
- 14. To access our Silverlight based monitoring on the internet these ports are accessible:
TCP/IP 943 (Silverlight policy exchange port), TCP/IP 4530-4535 (reserved for Silverlight socket communication)
- 15. A full version of MS SQL Server 2008 R2 Edition, Standard (R2) Edition or Web Edition or higher is installed on the same server **OR** If you are using an external MS SQL Server: It is available from the server and the login is:

SQL Server Name	Login Type	Username	Password

If windows authentication is to be used, the provided windows user must have SQL sysadmin rights.

- 16. The server is accessible via Microsoft Terminal Server lient through:
VPN:

Address	Username	Password

OR directly from the external IP: 91.102.14.180 even for rebooting

- 17. I agree that the administrators account credentials will be used for automatic session initiation
- 18. There are 50GB disk space available on the same drive as the operating system for the installation, and there are at least 500GB disk space available in total on the hard drive.

Date

Client's Signature

Regarding CrossMedia installation:

1. I have read and understood the Cross Media e-mail guide.

**Please be aware that server installation can only be carried out after checklist has been completed and signed.
Thank you for your understanding.**

Date

Client's Signature

Terms of Acceptance

Installation is carried out by DirectSmile

- after payment has been made in full, and upon presentation of the completed and finalised pre-installation checklist (will be sent separately) and
- when the hardware and software, complying with the requirements as stated in the product brochure, is available.

Delivery i.e. installation will be effected and documented by DirectSmile upon system initialisation via an individual initialisation code.

DirectSmile will ask customers to sign an acceptance certificate. In the event that the purchaser fails to accept the software within the period of 2 weeks after installation, the DirectSmile solution will be deemed delivered as ordered and accepted on the final date of the above-mentioned period.

Additionally, the solution is deemed as accepted upon use in regular operation. Indicators for regular operation will be the usage of the DirectSmile solutions for ordering and payment by endusers ("DirectSmile Card & Gift Shop") and/or the generation of emails and PURLs within the framework/scope of a campaign ("DirectSmile Cross Media") or else.

In the occurrence of any defect, the customer is to make a written claim to DirectSmile immediately upon occurrence.

DirectSmile will strive to take fast remedial action.

In the event of defects, which have been made known in writing, and through which regular operation cannot be started, these will upon rectification require the signing of the acceptance certificate. Again, if the purchaser fails to accept the software within the period of 2 weeks after rectification, the DirectSmile solution will be deemed delivered as ordered and accepted on the final date of the 2 weeks.

The purchasers are obliged to assure themselves on the functional scope of the product before purchase and to verify its completeness upon delivery.

Any minor defects found will be rectified within the framework of the agreed technical service and support and do not however, permit the purchaser to cease, withdraw or reclaim payment.

Client's Signature

EFI DirectSmile Hardware and Software Guide

Introduction

It is our endeavor to take the customer by the hand. To this end, priority is on the appropriate recommendation of a suitable, expandable system.

We consider a precise list of components pointless for describing a system, since this can only ever reflect the current state-of-the-art in technology and, hence, hard to maintain.

A certain amount of basic knowledge is required in order to make a good recommendation for a suitable system. In particular we are presenting three examples of systems which stand for what we consider our “small” and “large” products. This brief guide makes recommendations as to how the hardware and software are to be sized, depending on the selected product.

An expansion of the selected system and a more detailed conversation between IT/Sales/Support is desirable at any time.

We found it difficult to draw up a definition of the medium sized system: however, we decided to describe three different systems. Describing a Cross Media or Cross Media Pro edition on one server system in the highest expansion stage would simply be inappropriate with regard to the price.

Authors of this document: Oliver, Nils and Andreas.

System for VDP Studio

General information

A commercially available desktop PC is adequate for a standalone system of the desktop model of the DirectSmile VDP Studio.

Processors

Quad core or Dual core, it doesn't matter, since the number of entities is restricted anyway. Despite this, we would recommend a Quad core, since this enables fast, straightforward expansion.

The VDP Studio allows you to start multiple render engines simultaneously. Since the render engines deal with individual processes that can ideally be distributed to various processors, a multi-processor system would be rather useful here. In general, we recommend one CPU per each engine.

RAM

The working memory (RAM) should be adjusted to fit the number of processors and running render engines. Our recommendation is 2 GB per render engine and two additional GB for the operating system.

Storage

We also recommend a hard disk system backed up with a RAID, since we consider the failure protection of the work directory of the Creator or the VDP Studio to be vital.

The work directory can grow and can be very large; hence, a free hard disk memory of at least 250 gigabytes is necessary.

Operating system

We recommend the latest Windows or at least Windows XP as operating system. Depending on the memory, a 64-bit edition is to be selected in this case.

Network

The network card should have at least 100Mbits. It requires 1000Mbits in a network-distributed system, such as with a swapped-out work directory.

The Windows edition should enable a potential domain membership. Windows Home editions are not recommended for professional use.

Other information

An Adobe InDesign (from CS upward) license is necessary for editing DirectSmile documents.

System for DSM Integration/Image Server, Cross Media or Card & Gift Shop

General information

For a larger system, it is advisable to rely on up-to-date server technology. In order to avoid any downtime and to achieve the most optimal solutions, we recommend that you set-up redundant systems in virtualized environments from the very beginning.

Processors

The more, the better. Sample systems have proven that 16 cores or more are faster. And as already mentioned, in addition to the entities, we have SQL servers (full version!) and the Internet Information Server (IIS).

Storage

Here too, we recommend a RAID for backing up the data and the work directory. In this case, choose a fast RAID 1+0, especially for Cross Media and Cross Media Pro. This means that the storage system is not exactly cheap. However, fast write-read access in particular is of great importance. In a system of this kind it is even more important than the number of processors.

The storage size should commence at 500 gigabyte; 1-2 TB are more practical for printing.

RAM

Along with the use of the memory for the rendering server, we also have a significant strain on the memory due to the SQL server and the IIS. Here we recommend a 16 + gigabyte memory. In general, there should be 2 GB for every render engine plus 2 GB for the operation system and SQL server.

Operating system

A Windows Web Server 2008 R2 64-Bit edition or higher is necessary.

Microsoft SQL server

All DirectSmile Server products require a MS SQL Server Standard Edition or higher. Test systems can use the free Express edition.

IIS website certificates

A public certificate is necessary to run DirectSmile Integration Server. The certificate is used for the https communication between the item browser and the workflow manager of the DSMI. Apply for the certificate before installation, since it can then also be installed at the same time as the installation. We recommend a certificate with a 128-bit encryption. (Usually, an application for a certificate is processed within three days).

Network

A gigabit network access is obligatory.

A remote management card is recommended.

Internet/Hosting

The server must be constantly available at one and the same public IP address.

An official domain name must be registered (no DYN-DNS).

One has the choice between in-house hosting or hosting by a provider.

For in-house hosting, a leased line to the Internet is required.

Back-up

All databases on the SQL server as well as the work directory of the DirectSmile system must be regularly backed up. A back-up strategy must be worked out. However, it would be going too far to discuss this here, since such a strategy depends too much on the IT of the customer.

Installing on VirtualMachines

New strategies have arisen as a result of virtualizing server systems. We recommend obtaining a virtual server from a service provider should professional expertise not be present.

Our tests have shown that the best results are achieved for a high-performance DSMI in a virtualized environment, when no more than 4 rendering engines are used per machine. Thus, with one DSMI server (8 Vcpu's, 8GB RAM) and 10 rendering machines (4Vcpu's, 4GB RAM) linked via SAN on 10 GB Ethernet, we have made a system with a significantly better performance than if it were all kept in one machine.

EFI DirectSmile Cross Media E-Mail Guideline

Introduction

This guideline should provide our customers with an overview of possible e-mail configurations in DirectSmile Cross Media. Fundamentally, there is no general concept that fits every application case. For this reason, this guideline will briefly list the advantages and disadvantages of the three e-mail sending options.

Before we discuss the sending options, we will start with a few of the basics that play a major role for e-mail marketing. However, a certain amount of fundamental knowledge is required. The reader should know what is meant by terms such as IP-address, blacklist, and SMTP-server.

This document certainly cannot make the claim that there won't be any remaining open questions afterwards. However, it should help you to recognize which questions you still need to ask in regards to this topic.

Created by Nils Pfeifenberger, translated by Lindsey Rubendall

The Basics

Not everyone can easily send mass e-mailings without immediately being declared a “spammer”. For a quick start, often the only remaining option is to invest some money and rely on providers like Optivo (fully integrated in Cross Media).

Among other things, this has the advantage that one does not have to concern himself with the reputation of the e-mail server’s IP-address that is being used. A new e-mail server with a new domain usually also entails a new IP-address (unknown to e-mail providers). This new configuration must first be “trained”, which means it needs to be recognized as a serious mass e-mail sender. The establishment of the IP-address will be hereinafter referred to as reputation. In this case, the receiver’s reaction particularly affects your server’s reputation and therefore the deliverability of your e-mailings. Responses in the form of displaying images and clicking links positively affect the reputation of your own e-mail server, whereas a spam notification can quickly lead to a blacklisting. It is important to not immediately send too many e-mails all at once. As soon as a new server sends hundreds of e-mails all at once, one can be sure that it won’t take too long until the server’s IP-address appears on a blacklist. And it is not an easy feat to get it back off of the list.

Even compliance with all technical, legal, and content policies does not prevent you from being declared a spammer and appearing on a blacklist. The risk of being blacklisted can be well expressed in a comparative sentence: The greater the reputation of the sending e-mail server’s IP, the lower the danger is for blacklisting from receiver’s spam notifications and the higher the delivery rate.

Due to the increased volume of spam e-mailers, entering the e-mail marketing world is usually harder than initially assumed. Along with the technical requirements, one should also observe the legal as well as content policies, because spam filters don’t only monitor the origin of the e-mail. The structure and content are also monitored. One can find what is examined in detail, for example, in the popular open source spam filter solution Spam Assassin from Apache ([Link English](#)). The legal position and the content policies should not be discussed in greater detail in this document. The internet provides this information in an adequate form. You can find useful links at the end of the document.

Because of the impenetrable and complex technical requirements for sending mass e-mail, we generally recommend that you rely on Optivo. Especially for large volumes, the establishment of an Optivo account promises a quick start and everything that goes with it. Thus, for example, the DirectSmile Bounce-Management will be available. One will no longer have to worry about deliverability, because the Optivo e-mail server is certified and will be continuously “whitelisted”. The previously mentioned Bounce-Management will now be briefly explained.

Direct Smile Cross Media Bounce Management

Bounces are automatic response e-mails. For example, the automatic response messages that are sent when the receiver has activated an absence notification, when the mailbox is full, or the e-mail address is not known. Responses that are not automatic or are manual are not bounces, but they are captured by the system but not categorized. Since this is usually valuable information, the bounces for which no bounce category has been provided, should be skimmed through first. The DirectSmile Bounce-Management system categorizes known bounces by their type in order to make them evaluable. For mass e-mails, an active Bounce-Management is simply a must and should not be disregarded for the following reasons:

- **Cleanliness of the E-Mail Lists**

Nonexistent and incorrect addresses should be continuously corrected. Too many invalid addresses can quickly lead to being blocked by the web-mail provider (Google Mail, web.de, etc.). DirectSmile Cross Media Bounce-Management's categorization helps you to quickly identify these addresses.

- **Assess the Deliverability**

Bounces should be deducted before the response rate is calculated, because the e-mails could not be delivered. This has a positive effect on the rate, and who doesn't want that?

- **Direct Communication with the Customer**

Many recipients respond simply to an e-mail. This response could be of great importance. It could possibly even result in an order. Due to the categorization of the Bounce-Management, you can quickly identify these responses.

The activation of Bounce-Management in DirectSmile Cross Media is very simple. However, there is one thing that one must know: Without an Optivo e-mail server the sender address will be changed in order for the responses to be sent to our bounce server. The sender address appears as such: "4711.AFD6EAE5.5.7.6.1.0.EMail2@dsmbounce1.de". At least when you are working with a version before Version 6. From Version 6, the sending address remains untouched and only the reply to address will be changed.

E-Mail-Address and DNS-Records

For the technical set-up of e-mail servers, the sender e-mail address, with which the e-mail will be sent, is especially important. The domain name part (section of the sender e-mail address after the @) of the address should namely match the settings of the sending server. The e-mail server should have the authorization to send for the sending address's domain. For this, the domain provider must configure certain keys for the domain entry. That means that the domain for the e-mail address must be configured for the e-mail server for every new sender address domain.

The following DNS-records must be configured for the e-mail server:

- MX-Record
 - o An entry for the IP-address to which the e-mails should be forwarded.
 - o Important for Bounce-Management.
 - o Is also often used by spam filters for verification. If the sending domain does not have an MX-record for the IP-address of the server being used, the risk of being classified as spam is greater.
- SPF-Record
 - o The Sender-Policy-Framework-Records (SPF-Records) lists which e-mail servers are authorized to send e-mails for this domain.
 - o Therefore, if a receiving server got an e-mail from info@directsmile.com, then it would check the domain directsmile.com based on the SPF-record whether the IP-address of the delivering e-mail server is authorized to send e-mails for this domain.
 - o For example, the SPF-record for the Optivo e-mail server appears as such:
`v=spf1 ip4:213.61.69.122/32 ip4:193.169.180.0/23 ip4:212.45.106.160/27 ip4:91.229.178.0/23 -all`
- A-Record
 - o Record for direct IP-forwarding
 - o Is also often assessed by spam filters
 - o Is not absolutely necessary, since it is usually only assessed if an MX-record is not available.

DomainKeys Identified Mail DKIM

With *DomainKeys Identified Mail* (DKIM), there is an additional standard for checking an e-mail's origin, and particularly the manipulation of its contents. DKIM is based on an asynchronous encryption method. The sending e-mail server creates a hash value from the e-mail's content based on a private (not publicly accessible) key. This can then be checked by the receiving server for authenticity and variations using the public key. Optivo and other professional providers support this method, which for this reason, a (sub-) domain containing the record for the public key must be created in addition for Optivo.

E-Mail-Server-Configuration in Cross Media

There are three options for sending e-mails with DirectSmile Cross Media. Either one uses an SMTP-server, sends directly (not since V6), or via Optivo. The following describes the advantages and disadvantages, as well as the technical requirements.

Sending Directly without SMTP or Optivo

Before version 6 it was possible to configure this. This configuration can be completely sufficient for individual e-mails at the touch of a button and test purposes. However, this method is unfortunately not suitable for mass e-mails. On one hand, the DirectSmile Bounce-Management is only available with the substituted sender address, which in turn prevents support from SPF and DKIM, and on the other hand this method does not support DKIM in any case, because here it is not dealing with a real e-mail server but is instead sent as a so-called SMTP-relay. DirectSmile Cross Media directly sends as a SMTP-relay as soon as an e-mail server without any SMTP-settings is used for a campaign.

Advantages:

- No set-up effort
- No additional costs

Disadvantages:

- No DirectSmile Bounce-Management (without substituting the sender address)
- No DKIM
- High probability of being blacklisted
- Not suitable for mass e-mail marketing
- Only available till Version 5

Using SMTP Servers

The login data from various SMTP-servers can be deposited in DirectSmile Cross Media. This sending method is often selected, because an SMTP-server is usually also available with an e-mail domain and the customers can usually deliver the access data. The DirectSmile Bounce-Management would also convert the sender address when activated when working with version 5 or below. Here the domain configuration lies with the administrator of the sending domain and can also support DKIM. In the event of blacklisting, which can never be ruled out, it could become problematic because the entire e-mail traffic is often directed over a customer supplied SMTP-server. Therefore, blacklisting affects the deliverability of all e-mail traffic on the SMTP-server.

Advantages:

- Usually already available
- Low costs
- Domain settings are usually already set
- The server's IP-address may possibly already have a strong reputation

Disadvantages:

- No DirectSmile Bounce-Management before version 6
- No direct control over the configuration (usually made available by the customer)
- In the case of blacklisting, one has to take care of it themselves
- Blacklisting usually influences more than just the current campaign

Optivo

If one seriously wants to send direct e-mails with DirectSmile Cross Media and also use the DirectSmile Bounce-Management, then there really is no way around Optivo. The set-up can be rather simple if one delegates the DNS-records to Optivo. One only has to acquire or have domains for sending e-mails, place two DNS-records on the Optivo server, and fill out an Optivo client form. If it is not possible to place the two DNS-records, then one can also set the configuration for SPF, MX, and DKIM himself.

Optivo is Return Path certified and also supports SPF and DKIM. Furthermore, Optivo concentrates the reputation to a few IP-addresses, which guarantees that the e-mail server's IP-address has an extremely high quality. One no longer has to worry about whitelisting or removing himself from blacklists, since this is part of the included services by Optivo. In the unlikely event that something does not work with the delivery, Optivo also offers fast e-mail and telephone support. So with Optivo and DirectSmile Cross Media one is equipped for international direct e-mail sending. Since Version 6 it's possible to purchase an Optivo SMTP account through DirectSmile. Visit <http://broadmail.dsmx1.com> for more information.

Advantages:

- DirectSmile Bounce-Management
- DKIM and SPF support
- Continuous international whitelisting
- Return Path certified
- High delivery rates
- Extremely high reputation
- Fast support

Disadvantages:

- higher costs

Laws:

USA:

<http://business.ftc.gov/documents/bus61-can-spam-act-compliance-guide-business>

Other:

<http://www.email-marketing-reports.com/canspam/>

EU:

<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:32002L0058:EN:HTML>

Return Path:

<http://www.returnpath.net/commercialsender/certification/>

Spam Assassin, what is reviewed:

<http://wiki.apache.org/spamassassin/HowScoresAreAssigned>

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2. Installation and Professional Services.

(a) Installation. Unless specified in the Purchase Documentation, the installation and implementation of the Product is your exclusive responsibility. EFI has no responsibility to modify the Product to cause it to function or operate on any particular hardware system, configuration, or platform or with any other software.

(b). Professional Services. You may purchase Professional Services from EFI, and statement(s) of work may be created to more fully describe the scope, duration, and/or fees for the Professional Services and shall be governed by this Agreement. All pre-paid Professional Services must be used within twenty-four (24) months of the date you signed the Purchase Documentation or agreed to this Agreement, whichever is earlier.

(c). Compensation and Expenses. Professional Services will be provided and invoiced on a time and expense basis, at EFI's then-standard rates, pricing, and travel time policies, unless otherwise specified in the Purchase Documentation. Prices do not include reasonable out-of-pocket expenses (including economy class travel, lodging, and meals), for which you will reimburse EFI.

3. Access.

If you are obtaining Access:

(a). EFI or its designated provider will provide those services necessary to allow you Access, including a password(s). Only you, your employees or authorized independent contractors, and your end users, as applicable, may Access the Product, and only for your business.

(b). Data Entry. All data generated by and through your Access will reside on servers of EFI or its third party providers. You are solely responsible for ensuring that data entry is timely, accurate, and reflects your requirements. You shall indemnify and hold EFI harmless from any liability, damages, or costs arising from data entered by you or your end users or on your behalf.

(c). Password Security. You are solely responsible for (i) ensuring that only authorized individuals have access to passwords to Access the Product, (ii) assigning roles and authority levels for

your Access, (iii) the conduct of individuals with Access, and (iv) maintaining the confidentiality and integrity of passwords and authority levels. You shall indemnify and hold EFI harmless from any liability, damages, or costs arising from your failure to comply with this Section.

(d). **Scheduled Downtime.** Downtime is required from time-to-time for regular maintenance of the technology that supports the Product. EFI will use commercially reasonable efforts to perform scheduled downtime outside normal business hours.

(e). **Unexpected Outages.** EFI will use commercially reasonable efforts to avoid unexpected outages and to restore Access as soon as possible. If you do not have Access for more than two (2) consecutive hours within any 24-hour period because of an unexpected outage caused by EFI, you may request credit for one day of the applicable fees (based on an average of that month's invoice). **THIS IS YOUR SOLE AND EXCLUSIVE REMEDY AND EFI'S ENTIRE LIABILITY FOR UNSCHEDULED DOWNTIME OR OUTAGES, AND EFI WILL NOT BE LIABLE FOR ANY DAMAGES RELATED TO ANY UNSCHEDULED DOWNTIME OR OUTAGES.**

(f). **Term.** Your license has an Initial Term of one year from the date you signed the Purchase Documentation or agreed to this Agreement, whichever is earlier. If you do not provide written notice of termination to EFI at least 90 days before the end of the Initial Term or any Renewal Term, the term will automatically renew at EFI's then-current fees.

4. Consent to Use Data.

YOU ACKNOWLEDGE AND AGREE THAT EFI MAY COLLECT AND USE TECHNICAL DATA AND RELATED INFORMATION TO FACILITATE PROVIDING OF PRODUCTS, ACCESS, PROFESSIONAL SERVICES, AND/OR MAINTENANCE TO YOU. YOU AGREE THAT EFI MAY (I) USE THIS INFORMATION IN A FORM THAT DOES NOT PERSONALLY IDENTIFY YOU TO IMPROVE ITS PRODUCTS OR TO PROVIDE CUSTOMIZED SERVICES OR TECHNOLOGIES TO YOU, (II) TRANSFER THIS INFORMATION TO EFI'S AFFILIATES, AGENTS, AND PARTNERS, AND (III) TRANSFER THIS INFORMATION TO THE UNITED STATES AND/OR ANY OTHER COUNTRY WHERE EFI OR ITS AFFILIATES, AGENTS, AND PARTNERS MAINTAIN FACILITIES.

5. Fees and Payments

(a). You agree to pay all applicable Fees.

(b). Title and risk of loss for any media or hardware for the Product transfers to you at EFI's designated manufacturing plant(s) or warehouse(s). If the Product is delivered electronically, risk of loss shall transfer to you upon when the Product or Access is made available to you.

6. Maintenance.

(a). Subject to your timely payment of all applicable Fees, EFI or its designated provider will provide you with Maintenance for the Product. Maintenance terms automatically renew unless cancelled by either party with written notice at least 30 days before the renewal date.

(b). You must possess a valid License to use any upgrade or update. By using an upgrade or update, your license to any previous version of the Product automatically terminates. If you have an out-of-date version of the Product, you must pay any unpaid fees and may be subject to additional fees

to transfer or convert any old data. EFI reserves the right to discontinue Maintenance for all out-of-date versions of the Product.

(c) If you are not current on Maintenance due to your failure to timely pay Maintenance Fees and you wish to update your version of the Product, you must to pay any unpaid, outstanding Maintenance Fees and pay a fee for transferring or converting any old data on the Product, if applicable.

7. Warranty and Disclaimer.

(a). Limited Warranties. EFI warrants to you that (i) EFI has the right to grant the License, (ii) subject to your timely payment of all applicable Maintenance Fees, the Product as delivered to you will perform materially in accordance with EFI's then-current, applicable specifications if all available updates, upgrades, and bug-fixes are properly installed, and (iii) any Professional Services you purchase will be provided in good and workmanlike manner consistent with generally accepted industry standards. This warranty shall not apply to defects attributable to (A) any equipment or software not provided or approved for use by EFI, (B) any modification of the Product by you, your employees, or any third party acting on your behalf, (C) any accident, neglect, misuse, or abuse by you, your employees, or any third party acting on your behalf, or (D) exposure of the Product to conditions outside the range of environmental, power, and operating specifications provided by EFI. You must cooperate fully and promptly with EFI's attempts to identify the cause of any claimed breach of this limited warranty.

(b). Security. You agree to be solely responsible for (i) ensuring the confidentiality, security, and integrity of your network connectivity, data, and servers, (ii) preventing and bearing the risk of any loss or damage to any data on your servers, and (iii) maintaining archive and backup copies of any data.

(c). WARRANTY DISCLAIMER. THE PRODUCT IS PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES AND REMEDIES IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED. EFI, ITS SUPPLIERS, AND LICENSORS SPECIFICALLY DISCLAIM ANY OTHER WARRANTIES AND REMEDIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; ANY IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; AND ANY WARRANTIES RELATING TO SECURITY. EFI MAKES NO WARRANTY, IMPLIED OR OTHERWISE, REGARDING THE PERFORMANCE OR RELIABILITY OF ANY OTHER PRODUCTS, SERVICES, OR ANY THIRD PARTY PRODUCTS (SOFTWARE OR HARDWARE) OR SERVICES. THERE IS NO WARRANTY OR REPRESENTATION THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED, FAULT-TOLERANT, SECURE, OR ERROR-FREE, OR THAT THE PRODUCT WILL BE FREE FROM DEFECTS OR INFRINGEMENT OR VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOUR SOLE AND EXCLUSIVE REMEDY, AND THE ENTIRE LIABILITY OF EFI AND ITS SUPPLIERS, RELATING TO ALL PRODUCTS, SERVICES, AND WARRANTIES SHALL BE, AT EFI'S OPTION, (1) TO REPAIR OR REPLACE THE PRODUCT OR REPERFORM THE SERVICE THAT DOES NOT MEET THE LIMITED WARRANTY, OR (2) PROVIDE A REFUND OF THE THEN-CURRENT REASONABLE COMMERCIAL VALUE (IF ANY) FOR THE PRODUCT OR SERVICE THAT DOES NOT MEET THE LIMITED WARRANTY. EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE SHALL BE NO REFUNDS, RETURNS, EXCHANGES, OR REPLACEMENTS. EFI MAKES NO WARRANTY, IMPLIED OR OTHERWISE, REGARDING THE PERFORMANCE OR RELIABILITY OF ANY THIRD PARTY HARDWARE PRODUCTS, AND EFI WILL PASS THROUGH ANY THIRD PARTY WARRANTY TO CUSTOMER AS PERMITTED.

8. Infringement Indemnification

EFI will indemnify you from IP Claims and reimburse you for damages paid by you to the party bringing the IP Claim pursuant to a final, non-appealable judgment that the Product directly infringes any Third Party IP Rights. You agree that EFI shall be relieved of its obligations under this Section unless you notify EFI in writing within 10 business days of learning of the IP Claim, and give EFI proper and full information, assistance, and exclusive authority to defend or settle the IP Claim. If the Product or any part of it is in EFI's opinion likely to become the subject of a claim of infringement of Third Party IP Rights, or if it is adjudicatively determined that the Product or any part of it infringes Third Party IP Rights, EFI may at its option (i) obtain for you a license or right to use the Third Party IP Rights so you can continue to use the Product, or (ii) replace or modify the Product with other suitable and reasonably equivalent non-infringing technology or parts, or (iii) if it is not commercially reasonable to take the actions described in clauses (i) or (ii) in this sentence, terminate your License and, if you return the Product to EFI, refund a portion of the license fee paid by you equal to the then-current reasonable commercial value (if any) of the Product. EFI shall not be responsible, liable, or obligated to indemnify or reimburse you if the alleged infringement arises out of (i) compliance with your requirements or specifications that are outside EFI's standard specifications for the Product, (ii) any addition or incorporation to or modification of the Product at your request, (iii) any combination of the Product with any product or software not provided by EFI, or (iv) use of the Product in the practice of a process or system other than that for which it was intended. In any event as described in the preceding sentence, you shall defend and/or settle any claim brought against EFI at your own expense, and shall indemnify EFI against any costs, legal fees, other expenses, and damages required for the defense or settlement of the claim.

THE RIGHTS GRANTED TO YOU IN THIS SECTION ARE YOUR SOLE AND EXCLUSIVE REMEDIES FOR ANY ALLEGED INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

9. LIMITATION OF LIABILITY.

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL EFI OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR PUNITIVE DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, THE PRODUCTS, SERVICES, OR YOUR USE OF OR INABILITY TO USE OR ACCESS THE PRODUCTS OR ANY PORTION OF IT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EFI IS NOT RESPONSIBLE FOR ANY LOST PROFITS OR REVENUE, LOSS OF USE OF THE PRODUCT, LOSS OF DATA, THE COST OF RECOVERING ANY DATA, THE COST OF SUBSTITUTE SOFTWARE OR SERVICES, OR CLAIMS BY THIRD PARTIES (OTHER THAN AS DESCRIBED IN THE SECTION ON INFRINGEMENT INDEMNIFICATION). EXCEPT FOR INSTANCES INVOLVING EFI'S WILLFUL MISCONDUCT, EFI WILL NOT BE LIABLE FOR DAMAGES ARISING FROM ANY BREACH, UNAUTHORIZED ACCESS, MISUSE, OR INTRUSION RELATED TO YOUR DATA ON EFI'S OR ITS SUPPLIERS' SERVERS OR ANY NETWORK YOU USE IN CONNECTION WITH THE PRODUCT.

IN NO CASE SHALL EFI'S LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATED TO THE PRODUCTS, SERVICES, ACCESS, AND/OR THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, UNDER STATUTE, OR OTHERWISE) EXCEED THE TOTAL AMOUNT OF THE FEES ACTUALLY PAID BY YOU IN THE 12 MONTHS PRECEDING THE CLAIM FOR THE EFI PRODUCT, SERVICES, OR ACCESS GIVING RISE TO THE CLAIM. YOU AGREE THAT THIS AMOUNT IS SUFFICIENT TO SATISFY THE ESSENTIAL PURPOSE OF THIS AGREEMENT, THAT THIS AMOUNT IS A FAIR AND

REASONABLE ESTIMATE OF ANY LOSS AND DAMAGE LIKELY TO BE SUFFERED IN THE EVENT OF ANY WRONGFUL ACT OR OMISSION BY EFI OR ITS SUPPLIERS AND LICENSORS, AND THAT THE PRICE OF THE PRODUCT, PROFESSIONAL SERVICES, OR ACCESS REFLECTS THIS ALLOCATION OF RISK. YOU AGREE THAT THE FOREGOING LIMITATIONS OF LIABILITY AND DISCLAIMERS FORM AN ESSENTIAL ELEMENT OF THIS AGREEMENT, WITHOUT WHICH EFI WOULD NOT HAVE LICENSED OR SOLD THE PRODUCT TO YOU OR PROVIDED YOU WITH ACCESS.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW SOME OR ALL OF THE EXCLUSIONS OR LIMITATIONS OF LIABILITY IN THIS AGREEMENT, SOME OR ALL OF THEM MAY NOT APPLY TO YOU.

10. Proprietary Rights & Confidential Information.

(a). No Implied Conveyance of Proprietary Rights. The Product, Documentation, and any Work Product are the valuable, confidential, and proprietary property of EFI, its suppliers and licensors. EFI is not conveying any of its Intellectual Property Rights, except the limited rights specified in this Agreement. You must maintain and reproduce all copyright, trademark, patent, and other proprietary notices on the Product in the same form and manner as delivered by EFI.

(b). Protection of Information. You must not disclose any of EFI's Confidential Information, and must take precautions with respect to EFI's Products and Confidential Information that are at least as protective as you take to protect your own confidential information and proprietary rights of the greatest sensitivity. You must advise your employees and authorized independent contractors of the confidential and proprietary nature of the Product and EFI's Confidential Information and of the restrictions imposed by this Agreement, and confine access to the Product and EFI's Confidential Information to those individuals who need it in the ordinary course and scope of their employment or relationship with you. Except as specified in this Agreement, you may not directly or indirectly disclose any part of the Product, EFI's Confidential Information, or Documentation to any third party.

(c). Termination; Injunctive Relief. Your violation of the confidentiality obligations or of EFI's Intellectual Property Rights may cause irreparable damage that cannot be fully remedied by money damages. In the event of any actual or threatened violation, you agree that EFI will be entitled, in addition to any other remedy available to it, to (i) terminate this Agreement, retake possession of the Product, execute the License Key, and/or terminate Access, and/or (ii) obtain injunctive or other equitable relief from any court of competent jurisdiction to prevent any further violation.

(d). Use of Your Trademarks and Logos. Subject to any reasonable use guidelines, you grant EFI a non-exclusive, worldwide, royalty-free license to use Customer Marks in connection with this Agreement, for use with the Product, for promoting EFI's Products in marketing materials, print, or on-line advertising, and for identifying you as an EFI customer. You shall also secure for EFI any rights or sublicenses required for EFI's use of the trademarks or service marks of your Affiliates. EFI acknowledges that (i) Customer Marks are owned solely and exclusively by you or your Affiliates, (ii) EFI has no other rights, title, or interest in or to Customer Marks, and (iii) all use and goodwill of Customer Marks by EFI shall inure to the benefit of you and your Affiliates.

11. No Assignment.

You may not assign or transfer, voluntarily, by operation of law, or otherwise, any rights under this Agreement without EFI's prior written consent, which may be withheld, delayed, or conditioned in EFI's sole discretion. Any attempted assignment or transfer without EFI's consent shall be null and void.

12. Export Law Compliance.

The Product and related technology, information, and materials are subject to the export laws and regulations of the United States, including the U.S. Export Administration Regulations. You must comply with those and any other applicable export laws or regulations. You are solely responsible for obtaining any necessary export licenses and exemptions. The Product and related technology, information, and materials may not be exported or re-exported to any U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan, and Syria), to any person or entity on any list of prohibited parties designated by the U.S. government, or otherwise in violation of any export law or regulation.

13. Termination.

(a). This Agreement may be terminated immediately upon written notice to the other party (i) by EFI, if you fail to make any required payment other than Maintenance Fees, (ii) by the non-breaching party, if you or EFI fails to cure a material breach within 30 days after written notice from the non-breaching party, or (iii) by EFI, if you cease doing business as a going concern, become the object of voluntary or involuntary bankruptcy or liquidation proceedings that are not dismissed within 60 days after the initial filing, or if a receiver is appointed with respect to a substantial portion of your assets.

(b). Upon termination, you must promptly (i) pay EFI all unpaid fees accrued before the termination, (ii) return all EFI Confidential Information and the Product, and (iii) return any materials, programs, manuals, and other items related to or derived from the Product in your possession or control. EFI shall use commercially reasonable efforts to provide you with any proprietary data belonging to you in the format in which it is stored by EFI at the time of termination.

14. Audit Rights.

EFI may audit your use of or Access to the Product. Any audit will take place after prior notice to you, during regular business hours, and in a manner that does not unreasonably interfere with your normal business. If the audit shows that you are using or accessing the Product in a way that violates this Agreement, EFI may invoice you for such use or Access, including late fees, interest, and expenses associated with the audit. If you do not timely pay that invoice, EFI may exercise its termination rights and pursue any other rights or remedies available to it.

15. General Provisions.

(a). Taxes. Except with respect to income recognized by EFI, you will be liable for all tariffs, duties, and taxes, however designated or levied, based on your possession, use of, or Access to the Product, this Agreement, and/or any Professional Services, including but not limited to sales, use, value added, excise, services, personal property, or other taxes.

(b). Governing Law. This Agreement shall not be governed by the 1980 UN Convention on Contracts for the International Sales of Goods or any other international treaty or convention. Rather, this Agreement shall be governed in all respects by the laws of the State of California, USA, without

regard to conflicts of laws principles. For all disputes related to this Agreement, the Product, Access, or any services provided under this Agreement, each party consents to the exclusive personal jurisdiction and venue of the state and federal courts in and for Santa Clara County, California, USA.

(c). Severability; Interpretation. If any provision of this Agreement is held to be illegal, invalid, or unenforceable by any court of competent jurisdiction, that provision will be fully severable and this Agreement will be construed and enforced as if it were not included. This Agreement shall be interpreted fairly in accordance with its terms and without any strict construction in favor or against either party. The captions are for convenience only and do not affect the scope, intent, or meaning of the provisions. Any failure or delay to enforce any provision of this Agreement shall not be deemed a waiver of EFI's right to do so.

(d). Language. This Agreement is only in English, which shall be controlling in all respects. If EFI has provided you with a translation, you agree that the translation is for your convenience only and that the English-language version, not the translation, will be legally binding. If there are any conflicts or inconsistencies between the English-language version and a translation, the English-language version will control. Any notices relating to this Agreement shall be in writing in English.

(e). Entire Agreement and Modification. This Agreement constitutes the full and complete agreement between you and EFI with respect to the Product and supersedes all prior negotiations, understandings, and agreements between us related to the Product. Any waiver, modification, or amendment will be effective only if in writing signed by you and EFI. This Agreement will inure to the benefit of and be binding upon you and EFI and each of our respective successors and permitted assigns.

(f). Independent Contractors. You and EFI, and our respective employees and representatives, are and shall be independent contractors with respect to the other party. Neither party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.

(g). Survival. The provisions of this Agreement that relate to fees and payment terms, ownership of intellectual property and proprietary rights, export law compliance, termination, confidentiality, infringement indemnification, warranty disclaimers, limitation of liability, governing law, survivability, force majeure, severability and interpretation, modification and use of software products owned or distributed by Microsoft, Oracle or Adobe included in an EFI Product shall survive termination of this Agreement.

(h). Force Majeure. Except for payment of monies, no party shall be liable for its failure to perform any obligations on account of strikes, shortages, failure or acts of suppliers, riots, insurrection, fires, flood, storm, explosions, acts of God, war, military operations, acts of terrorism whether actual or threatened, acts of a public enemy, epidemics, quarantines, governmental action, labor conditions, earthquakes, material shortages, or any cause that is similar to those enumerated or beyond the reasonable control of such party.

(i). Compliance With Laws. You may only use the Product in compliance with all applicable laws and regulations. Upon written notice to you, EFI may modify or suspend your use of or Access to the Product as necessary to comply with any law or regulation.

(j). U.S. Government Restricted Rights. Use, duplication, or disclosure of the Product by the United States Government is subject to restrictions as set forth in FAR 12.212 or DFARS 227.7202-3 - 227.7202-4 and, to the extent required under U.S. federal law, the minimum restricted rights as set out in FAR 52.227-14, Restricted Rights Notice (June 1987) Alternate III(g)(3) (June 1987) or FAR 52.227-19 (June 1987). To the extent any technical data is provided pursuant to the Agreement, such data is protected per FAR 12.211 and DFARS 227.7102-2 and to the extent explicitly required by the U.S. Government, is subject to limited rights as set out in DFARS 252.227.7015 (November 1995) and DFARS 252.227-7037 (September 1999). If any of the above-referenced agency regulations are modified or superseded, the subsequent equivalent regulation shall apply. The name of the Contractor is ElectronicsFor Imaging, Inc.

**PRODUCT-SPECIFIC EFI PROVISIONS
AND THIRD PARTY PROVISIONS**

16. Products that include EFI Monarch Planner.

(a). The term “Product” as used in this Agreement includes the Adobe® PDF Library SDK and related documentation, and any upgrades, modified versions, updates, additions, and copies thereof.

(b). If the Product includes font software, you may embed the font software, or outlines of the font software, into your electronic documents to the extent that the font vendor copyright owner allows for such embedding. The fonts contained in this package may contain both Adobe Systems Incorporated (“Adobe”) and non-Adobe owned fonts. You may fully embed any font owned by Adobe.

(c). You are hereby notified that Adobe, a Delaware corporation located at 345 Park Avenue, San Jose, CA 95110-2704 is a supplier of EFI and a third-party beneficiary to this Agreement to the extent that this Agreement contains provisions which relate to your use of any software, font programs, typefaces, and/or trademarks licensed or supplied by Adobe. Such provisions are made expressly for the benefit of Adobe and are enforceable by Adobe in addition to EFI.

17. E-Commerce Applications.

If you have obtained a License for EFI e-commerce software (as applicable):

(a). Use at Site Location. You may use or Access the Product only for activity at the Site Location. If you have more than one facility, you may not use or Access the Product for activity at any facility other than the Site Location(s) for which you have been granted a license.

(b). Links. You represent and warrant that you have the right to create and maintain, or to allow EFI to create and maintain, all Links to the Product and any other websites mutually agreed upon between you and EFI. You agree to incorporate EFI’s “Powered by EFI” logo on any website utilizing EFI e-commerce software.

(c). Relationships with Third Parties. Use of or Access to the Product does not create a contract or other obligation between you and any of your customers or between EFI and any of your customers or vendors. EFI cannot and does not guarantee the performance of any of your customers, vendors, or other third parties. EFI shall have no liability in connection with any dispute between you and any third party. Any such dispute shall not relieve you of any obligation to EFI under this Agreement.

18. EFI Metrix.

If you have obtained a license for EFI Metrix software, EFI will provide you with a security key(s) to use the Product and grants you a limited, non-transferable, non-exclusive right and license to use the security key required for use with the Product. The Product may be accessed and used only by the number of concurrent users for whom you have obtained security keys or passwords. Safekeeping of the security keys and passwords is your responsibility. If you lose or otherwise disable the Security Key, your License may be terminated. Additional license fees may be charged for replacement security keys and passwords.

19. EFI SmartSign Analytics.

This Agreement applies to all third party software in the Product.

20. Products that include Microsoft software (such as Windows or SQL Server).

(a). The term "Product" as used in this Agreement includes certain Microsoft software and related documentation, associated media, "online" or electronic documentation, upgrades and updates. EFI does not own these products and the use thereof is subject to certain rights and limitations.

(b). Microsoft is not responsible for any support services for the Product. Notwithstanding the foregoing, in the event any support issues arise related to the Microsoft software that cannot be resolved by EFI, support to you may be provided by Microsoft pursuant to the Microsoft Premier support services agreement, or a similar type agreement, between EFI and Microsoft.

(c). The Product is not fault-tolerant. The Product is not designed or intended for use in any situation where failure or fault of any kind of the Product could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). You are not licensed to use the Product in, or in conjunction with, High Risk Use. High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: aircraft or other modes of human mass transportation, nuclear or chemical facilities, and Class III medical devices under the Federal Food, Drug, and Cosmetic Act. Customer agrees not to use the Product in, or in connection with, any High Risk Use. You are responsible for taking all appropriate measures to ensure the safe use of the Product if used for such purposes and EFI and its suppliers, including Microsoft, shall not be liable for any claims or damages arising from such use.

21. Products that include software products owned or distributed by Oracle.

(a). The term "Product" as used in this Agreement includes certain software products provided by EFI that are owned or distributed by Oracle USA, Inc. ("Oracle") and related program documentation (the "Oracle Programs"), EFI does not own the Oracle Programs and the use thereof is subject to certain rights and limitations. The Oracle Programs included herein are subject to a restricted use license and can only be used in conjunction with the Product. Oracle or its licensors retain all ownership of intellectual property rights to the Oracle Programs. You are hereby notified that Oracle is a supplier of EFI and a third-party beneficiary to this Agreement to the extent that this Agreement contains provisions which relate to your use of the Oracle Programs. Such provisions are made expressly for the benefit of Oracle and are enforceable by Oracle in addition to EFI.

(b). You acknowledge and agrees that you are prohibited from (i) publishing any results of benchmark tests run on the Oracle Programs, (ii) using the Oracle Programs for rental, timesharing, subscription service, hosting, or outsourcing, and (iii) removing or modifying any program markings or notice of Oracle's or Oracle's licensors' proprietary rights.

(c). To the extent not prohibited by law, in no event will Oracle be liable for (i) any damages, whether direct, indirect, incidental, special, punitive or consequential, and (ii) any loss of profits, revenue, data or data use, arising from the use of the Oracle Programs.

(d). You hereby permit EFI to (i) report any audit results obtained pursuant to this Agreement above to Oracle to the extent such results are related to the Oracle Programs, or (ii) assign such rights to audit your use of the Oracle Programs to Oracle.

(e). You are hereby notified that some Oracle Programs may include source code that Oracle may provide as part of its standard shipment of such programs, which source code shall be governed by the terms of this Agreement.

(f). The Computer Information Transactions Act shall not apply to this Agreement.

(g). You acknowledge and agree that in the event a third party technology may be appropriate or necessary for use with some Oracle Programs, it shall be specified in the Product package documentation or as otherwise noted, and such third party technology is licensed to you only for use with the Product under the terms of the third party license agreement specified in the Product package documentation or as otherwise noted, and not under the terms of this Agreement.

22. Open Source Software.

Some versions of the Products contain open source software. Open source software is licensed to you under that software's own license terms, which can be found in the "Help," "About," "Read Me," or other specified portion of the Product. You are responsible for complying with any terms and conditions applicable to any open source software. To the extent that this Agreement imposes greater restrictions on you than the open source software license terms, the open source software license terms shall control, but solely with respect to such open source software.

DEFINITIONS

“**Access**” means the connection to and use of a Product by Customer via an Internet web browser under the terms of this Agreement.

“**Affiliate**” means any entity directly or indirectly controlling, controlled by, or under common control with a party.

“**Agreement**” means this EFI Software End User License Agreement.

“**Confidential Information**” means any information that you have been informed or have a reasonable basis to believe is confidential to EFI, whether provided to you before, on, or after this Agreement, including, for example, ideas, programs, data, software, systems configurations, reports, projections, initiatives, customer data, or other business or technical information. Confidential Information includes any written information marked as confidential or proprietary, and any information disclosed orally or visually that is identified as confidential or proprietary at or around the time of its disclosure. All EFI Intellectual Property Rights and technical information related to the Product are Confidential Information whether or not marked as confidential or proprietary.

“**Customer Data**” means data generated by and/or through Customer’s Access to and/or use of a Product or Hosting Services.

“**Customer Marks**” means your name and logo or other trademarks, service marks, or other marks.

“**Documentation**” means user’s guides, manuals, and other information related to the Product or Professional Services.

“**EFI**” means Electronics For Imaging, Inc., Electronics For Imaging BV, Electronics For Imaging United Kingdom Limited, Metrics Sistemas De Informacao Ltda., Alphagraphics Team GmbH, or such other EFI subsidiary or affiliate referred to in the Purchase Documentation.

“**Excluded License**” means any license that requires as a condition of use, modification, and/or distribution of software subject to the Excluded License, that such software or other software combined and/or distributed with such software be (i) disclosed or distributed in source code form, (ii) licensed for the purpose of making derivative works, or (iii) redistributable at no charge.

“**Fees**” means the fees for the Product, Access, or Professional Services, including any fees set forth in your Purchase Documentation, license fees, hardware fees, Subscription Fees, Hosting Fees, Maintenance Fees, or other applicable fees. Unless otherwise specified in the Purchase Documentation, payments for any fees must be made within 30 days of the date of the invoice in the currency listed in the Purchase Documentation. EFI reserves the right to charge you interest of 1.5% per month or the highest legal rate, whichever is lower, on any payment that is outstanding more than 30 days after its due date.

“**Hosting Fees**” means the hosting fees described in the Purchase Documentation. Unless otherwise specified in the Purchase Documentation, Hosting Fees commence on the first day of the next month following 30 days from the date you agreed to the Purchase Documentation.

“Initial Term” means the one-year period of time beginning on the date you signed the Purchase Documentation or agreed to this Agreement, whichever is earlier.

“Intellectual Property Rights” means, individually or collectively, any patent, copyright, trademark, service mark, trade secret, trade name, or other intellectual property right.

“IP Claim” means a lawsuit filed against you by a third party that is not a patent assertion entity or non-practicing entity.

“You” or **“Customer”** means the person or entity that obtained the Product under this Agreement and that is agreeing to be bound by this Agreement.

“License” means the license granted to you for the Product you have obtained.

“License Key” means a programming code included in the Product that, if executed, renders the Product or portions of it inoperable.

“Link” means a hypertext reference that, when activated, moves users from one website to another on the Internet.

“Maintenance Fees” means the support and/or maintenance fees charged by EFI and/or a third party for the Product. Maintenance Fees commence on the first day of the next month following 30 days from the date you agreed to the Purchase Documentation (unless otherwise specified in the Purchase Documentation) and continue for the period specified in the Purchase Documentation. Any use of a virtual private network or other requirement that requires EFI to act outside of its normal processes in order to provide Maintenance to you may be subject to additional fees.

“Maintenance” means (i) correction of material defects so that the Product will operate materially in conformity with the warranties in this Agreement, (ii) periodic updates that incorporate corrections of material defects and fixes of minor bugs in the Product, (iii) telephone or email/electronic consultation services regarding the use of the Product during EFI’s standard support hours, and (iv) enhancements and/or revisions to software components of the Product, which shall be subject to additional charge unless they are provided at no charge to substantially all other licensees.

“Product” means Software or hardware, and may also include third party software and documentation, downloads, on-line materials, bug fixes, patches, releases, release notes, updates, upgrades, technical support materials, and information related to the EFI software or hardware.

“Purchase Documentation” means the purchase order, investment summary, statement of work, written agreement, or other documentation executed by you by which you agreed to obtain a license, product, or service from EFI or one of EFI’s partners.

“Renewal Term” means the one-year period following the Initial Term or another Renewal Term unless specified otherwise in your Purchase Documentation. Fees for any Renewal Term may be increased to EFI’s then-current fees.

“Professional Service(s)” means any training, installation, implementation, customization and/or other professional services provided by EFI to Customer.

“Site Location” means the printing plant or facility specified in the Purchase Documentation.

“Software” means the EFI software listed on the Purchase Documentation or licensed to you under this Agreement.

“Subscription Fees” means the subscription fees for the Product described in the Purchase Documentation. Subscription Fees commence either (i) on the first day of the next month following 30 days from the date you agreed to the Purchase Documentation or (ii) upon EFI’s configuration of the Product on EFI’s servers and delivery of a URL enabling your Access, whichever occurs first.

“Third Party IP Rights” means a third party’s U.S. patent rights.

“Work Product” means any and all ideas, concepts, and Intellectual Property Rights related in any way to the techniques, knowledge, and processes of the Product, Services, and deliverables provided by EFI, including any integration to third party products, whether or not developed for you.

EFI is a registered trademark of Electronics For Imaging, Inc. in the U.S. Patent and Trademark Office and/or certain other foreign jurisdictions. Monarch, Metrix, and SmartSign Analytics are trademarks of Electronics For Imaging, Inc.

Adobe is a registered trademark of Adobe Systems Incorporated in the United States and/or other countries.

Oracle is a registered trademark of Oracle Corporation.

Microsoft, Windows, and SQL Server are registered trademarks of Microsoft Corporation in the United States and/or other countries.

All other marks are the property of their respective owners.

If you have any questions, see the EFI website at www.efi.com.

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