

General Terms and Conditions
For ColorPath® License and Support Agreement

The following General Terms and Conditions are referenced in, and constitute part of, the ColorPath® License and Support Agreement (the “Agreement”), and are incorporated therein as if full stated in the Agreement.

1. DEFINITIONS

a. “Authorized Measurement Stations” shall mean those computers of Licensee upon which a copy of the Licensed Software or Licensed Software “plug in” may be installed that access the ColorPath Website server via a browser as identified in the Business Order. Unless set forth in the Business Order, all Authorized Measurement Stations shall be located at Licensee’s location as listed in the Business Order and must comply with the Specifications.

b. “Authorized Output Devices” shall mean those proof printers, proof monitors, digital output devices, presses and plate setters of Licensee for which Licensee has paid the requisite Fees as identified in the Business Order to create Color Profiles. All Authorized Output Devices shall be located at Licensee’s location and/or branches identified in the Business Order.

c. “Business Order” shall mean one or more orders for a license for use of the Licensed Software and/or subscription to access the ColorPath Website server, ColorPath Sync™ software and/or Support as mutually agreed to in writing and executed between the parties.

d. “Color Adjustment Applications” shall mean the Colorpath Sync™ applications and platform(s) provided by FNAC via the ColorPath Website that are specifically ordered by Licensee in the Business Order.

e. “ColorPath®” shall mean the family of color measurement and/or color adjustment products and/or services made available by FNAC to its customers from time to time, and include the Licensed Software and Color Adjustment Applications.

f. “Color Profiles” shall mean color profiles generated by Licensee on Authorized Measurements Stations for Authorized Output Devices only by virtue of use of, and subscription to, ColorPath®.

g. “Colorpath Sync™” shall mean FNAC’s on-line web based application for color adjustment and any downloadable applications which upload measurements to the Colorpath Sync™ database, or which measures color and uploads the measurements to the Colorpath Sync™ database.

h. “Colorpath Verified™” shall mean FNAC’s web-based and downloadable applications which are used for color analysis and trending, and that requires the utilization of the Licensed Software for proper operation.

i. “ColorPath Website” shall mean the web site maintained by FNAC at URL colorpathsync.com or any successor web site that may be set up by FNAC during the term of this Agreement for, among other things, the purpose of performing the Support.

j. “Documentation” shall mean all materials, manuals, release notes and other documentation, furnished or made available by FNAC to Licensee in connection with ColorPath including, but not limited to, the Licensed Software, Color Adjustment Applications, Support, Updates and Upgrades.

k. “Licensed Software” shall mean FNAC’s Colorpath Verified™ and/or Certified Web™ computer programs in object code form only and ColorPath Sync™ web-based browser solution and all related Documentation.

l. “Support” shall mean the services and/or support to be provided by FNAC to those Licensees who have subscribed to the use of the Licensed Software and/or Color Adjustment Applications, as applicable, as provided for in Section 3 hereof.

m. “Specifications” shall mean the hardware and software requirements that Licensee must maintain to use the Support as set forth on the “Specifications for Use of ColorPath” as attached to these General Terms and Conditions, as same may be modified and updated from time to time on the ColorPath Website.

n. “Update” shall mean a revised version of an item of Licensed Software and/or a Color Adjustment Application(s), as applicable, that FNAC provides or makes available generally to its ColorPath customers at no additional license fee where such licensees have subscribed to Support for the relevant time period. An Update shall not include any release, option or future product that FNAC licenses separately. FNAC shall not be obligated to furnish Updates

o. “Upgrade” shall mean i) an improvement to an item of Licensed Software and/or Color Adjustment Applications, and/or ii) the addition of Authorized Measurement Stations or Authorized Output Devices to be monitored, that FNAC may provide in its sole discretion for an additional fee.

2. LICENSE OF LICENSED SOFTWARE; USE OF COLOR ADJUSTMENT APPLICATIONS; RESTRICTIONS ON USE

a. If Licensee has paid the requisite Fees and subscribed for the use of the Licensed Software and/or Color



Adjustment Applications as identified in the Business Order, then FNAC grants to Licensee a non-exclusive, non-transferable, non-assignable license to use each item of Licensed Software and/or Color Adjustment Applications to create Color Profiles during the term hereof, subject to the use restrictions set forth herein. Licensee may only use the Licensed Software and/or Color Adjustment Applications to create Color Profiles in connection with the number of Authorized Output Devices and Authorized Measurement Stations. Licensee may use the Licensed Software solely in object code form and Licensee may not attempt to reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Licensed Software in whole or in part. Licensee may not make any copies of the Licensed Software, except for one non-production back-up copy. Licensee shall ensure that only authorized end users (a list of which shall be provided to FNAC) have access to the Licensed Software and to Color Adjustment Applications, and that such authorized end users abide by the terms and conditions of this Agreement and any applicable end user license. All authorized end users shall only be employees of Licensee. Licensee shall be responsible for any breach of the terms of this Agreement by any user receiving access to or a copy of the Licensed Software from Licensee or using Color Adjustment Applications on an unauthorized basis.

b. No title or ownership of the Licensed Software, Color Adjustment Applications or any part thereof is transferred to Licensee. Licensee acknowledges that Licensee is acquiring only a license to use the Licensed Software and Color Adjustment Applications to create Color Profiles and not any title to or ownership of the Licensed Software, Color Adjustment Applications or any part thereof. Licensee agrees not to use any item of the Licensed Software or Color Adjustment Applications to make derivative works.

c. Licensee may not sublicense, sublicense, assign or permit use of the Licensed Software or Color Adjustment Applications by any third party, including any affiliate of Licensee. Licensee may not use the Licensed Software or Color Adjustment Applications to create Color Profiles for the benefit of third parties, including any affiliate, including, without limitation, by serving as a service bureau, outsourcer or other provider of computer or engineering services.

d. The use of the Licensed Software and/or Color Adjustment Applications is subject to the further following restrictions, and any violation of these restrictions shall be considered a breach of the Agreement and may lead to, among other things, Licensee access to the ColorPath Website and/or Licensed Software being disabled:

(1) Licensee may only use the Licensed Software and Color Adjustment Applications to measure output from Authorized Output Devices;

(2) Licensee may not use one ColorPath Sync™ print condition to measure multiple output device print conditions. Repeated paper white shifts of more than 5 delta E is a sign of possible misuse;

(3) Any Color Profiles generated may only be used with Authorized Output Devices, and not for or with any other output devices whatsoever;

(4) Licensee may not concurrently color manage more output device print conditions than the Licensee has licensed the ColorPath Website for. This may be determined by frequent deletion and recreation of a print condition. Deleting more than 3 print conditions per week is a sign of possible misuse; and

(5) Licensee may not use the ColorPath Sync™ print conditions for output devices not setup on the ColorPath Website. Creation and download of DLP's by IP addresses not within a Licensee site licensed for ColorPath Sync™ is a sign of possible misuse.

e. Licensee may make copies of the Documentation for each of its licensed end users only for internal use only consistent with this Agreement. Licensee shall maintain the Documentation as confidential and may not provide such Documentation or copies, or any part thereof, to any third party. All such copies shall be of documents in their entirety and in an unaltered form, including all proprietary and confidential notices.

f. Data or information captured or generated by the Licensed Software, Color Adjustment Applications or ColorPath shall be the sole and exclusive property of FNAC, and FNAC shall be free to use and distribute such data without any restriction. Such data may be deleted or archived by FNAC without providing notice to Licensee, FNAC's website data retention information is attached to these "General Terms and Conditions" as same may be modified and updated from time to time on the ColorPath Website.

g. Licensee agrees to implement reasonable controls to ensure compliance with this Agreement. FNAC reserves the right to perform a compliance audit of Licensee's deployment and use of the Licensed Software and Color Adjustment Applications at a mutually agreeable time during Licensee's normal business hours, upon reasonable written notice to Licensee and at FNAC's expense.

h. Licensee shall not use the Licensed Software, Color Adjustment Applications or ColorPath for unlawful purposes or to interfere with or disrupt other network users, network services or network equipment.

i. Updates to the Licensed Software and/or Color Adjustment Applications shall be provided or made available to Licensee in FNAC's sole discretion at no additional fee.

j. Upgrades may be offered to Licensee for purchase periodically during the term of this Agreement as solely determined by FNAC. Actual fees for Upgrades will be solely determined by FNAC.

k. FNAC may, among other remedies for violation of the Agreement, invoice, bill and collect from Licensee such additional reasonable fees and charges due to Licensee's misuse of the ColorPath Website, Licensed Software and/or Color Adjustment Applications in violation of this Agreement.

3. SUPPORT FOR LICENSED SOFTWARE AND COLOR ADJUSTMENT APPLICATIONS

a. In consideration of the payment of the applicable Support Fees specified in the Business Order and Section 5 below, FNAC shall provide Licensee with Support for the Licensed Software on the following terms and conditions (which may be updated or described in greater detail on the ColorPathWebsite):

(1) remote support of the Licensed Software via telephone or a web-enabled remote communication system, (which shall be selected from time to time by FNAC but which shall be Licensee's obligation to obtain maintain and install);

(2) remote and print performance based on color analysis of data captured, including suggested action plans; provided, however, that such remote analysis shall not include on-site support or support for third party software;

(3) remote print performance analysis based on the data captured by the Licensed Software;

(4) access to basic ColorPath reports as specified by FNAC from time to time via the ColorPath Website (the Support shall not include access to enhanced reports as specified by FNAC from time to time which reports can be purchased separately for an additional fee);

(5) remote monitoring of Authorized Output Devices;

(6) remote control of Licensee's authorized client computers monitored by ColorPath Website;

(7) remote access to certain Updates of Licensed Software; and

(8) installation services, as selected and paid for by Licensee as identified on the Business Order; (which shall not include color matching or profiling).

b. In consideration of the payment of the applicable Support Fees specified in the Business Order and Section 5 below, FNAC shall provide Licensee with Support for Color Adjustment Applications on the following terms and conditions (which may be updated or described in greater detail on the ColorPath Website):

(1) FNAC will use its commercially reasonable efforts to make the Color Adjustment Applications available 24 hours a day, 7 days a week, except for planned downtime.

c. Support will be provided only for the most current version of each item of Licensed Software and Color Adjustment Applications. Licensee shall have thirty (30) days to upgrade to the most current version.

d. FNAC shall not be obligated to provide Support for any software other than the Licensed Software (including Updates) as delivered by FNAC to Licensee, any applications other than Color Adjustment Applications. Unless otherwise agreed to in a writing executed by both parties, FNAC shall have no obligation to provide Support for any Licensed Software or Color Adjustment Application that has been customized or modified by any party other than FNAC. In the event that FNAC determines that a failure of an item of Licensed Software or a Color Adjustment Application to operate substantially in accordance with the applicable standards set forth in the Agreement resulted from misuse of the Licensed Software or a Color Adjustment Application (as applicable), or any modification or alteration thereof other than by FNAC, or from any other cause other than a defect in such Licensed Software or a Color Adjustment Application (as applicable), FNAC's services in making such determination and in remedying any problem shall be deemed to be "consulting services," not Support, and will be billed to Licensee in accordance with FNAC's then existing rates.

e. Licensee agrees to provide FNAC with all information and materials requested by FNAC for use in replicating, diagnosing and correcting an error or other problem with the Licensed Software or a Color Adjustment Application reported by Licensee to the extent such information and materials are reasonably available to Licensee and to provide reasonable access to Licensee's place of business, Licensee's systems and any Authorized Measurement Stations and Authorized Output Devices as FNAC deems necessary. Licensee acknowledges that FNAC's ability to provide Support is dependent on FNAC's having the information necessary to replicate the reported problem with the Licensed Software or a Color Adjustment Application. Licensee acknowledges that any Update provided by FNAC may be necessary to the proper operation of the Licensed Software or a Color Adjustment Application, and therefore Licensee agrees to promptly install all Updates provided by FNAC.

f. FNAC's provision of Support requires that Licensee (i) utilize a color bar as approved by FNAC on each proof or press sheet that is to be measured by the Licensed Software and/or Color Adjustment Application and that each measurement is performed on a consistent base that has a non-fluorescing surface or a black backing and (ii) shall ensure that all computers running the Licensed Software or Color Adjustment Applications shall meet the client hardware requirements as set forth and updated from time to time by FNAC on the ColorPath Website.

g. FNAC shall have no obligation to provide Licensee the Support or access to the ColorPath Website or any functionality provided thereby beyond the Support Period, as defined below.



4. SUPPORT PERIOD

a. With respect to each Business Order, the applicable "Support Period" shall begin on the Effective Date specified in such Business Order and shall continue for a period of one (1) year thereafter unless a different Support Period is identified on such Business Order. Unless otherwise provided on the applicable Business Order, each Support Period shall be automatically renewed for additional one year terms ("Renewal Support Periods"), until terminated as hereinafter provided.

b. Support may be terminated if either party gives the other party written notice of intent not to renew at least thirty (30) days before expiration of any Support Period or Renewal Support Period.

5. FEES

a. Licensee shall pay FNAC the license, installation and/or subscription costs for the software, applications and services identified on the Business Order (the "Upfront Fees").

b. Licensee shall pay to FNAC annual support and service fees ("Support Fees"; Upfront Fees and Support Fees collectively the "Fees") for each Support Period for each item of Licensed Software and/or Color Adjustment Applications, as applicable, at FNAC's rates in accordance with the terms of the Business Order. The Support Fees may be modified in FNAC's sole discretion, on an annual basis; provided, however, that FNAC shall give notice of any Support Fee increase to Licensee at least sixty (60) days before the end of the initial Support Period or any Renewal Support Period, which notice shall be deemed given by FNAC if the Support Fee increase is posted on the ColorPath Website.

c. The Support Fee for the first Support Period and the Upfront Fees shall be due within thirty (30) days of the Effective Date. After the initial Support Period, Support Fees shall be invoiced at the start of each Support Period and payable within thirty (30) days of invoice. Fees not paid within thirty (30) days shall accrue interest at a rate of 1 1/2% per month or the highest rate allowed by law, whichever is lower.

d. Support Fees do not include excise, sales, use, or other taxes, and the amount of any such tax required to be collected or paid by FNAC shall be paid by Licensee upon invoice.

e. Licensee can upgrade existing licenses or subscriptions to include additional Color Adjustment Applications, Authorized Measurement Stations and/or Authorized Output Devices by providing FNAC five (5) days written notice of such need for an upgrade, executing a revised or additional Business Order, and paying the associated additional Fees within thirty (30) days of such request.

6. SECURITY

a. Licensee agrees that the use of the Licensed Software and Color Adjustment Applications may communicate through the World Wide Web or other Internet service which is not necessarily secure, and that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties. FNAC does not warrant that any such communication is secure.

b. FNAC must rely upon Licensee's unique user IDs and passwords assigned to Licensee and its authorized end users, in identifying Licensee and its authorized end users as an authorized user of the Licensed Software, Color Adjustment Applications and ColorPath Verified™ and, accordingly, Licensee shall at all times maintain the secrecy and integrity of such user IDs and passwords and shall not disseminate or otherwise disclose such user IDs or passwords to third parties or other unauthorized users and shall ensure its authorized end users do the same. Such unique user names, IDs and passwords are intended for use by a single individual only, and shall not be shared with any other persons. Licensee agrees to be responsible for and by all communications (and consequences thereof) placed on, executed through or facilitated by the Licensed Software and Color Adjustment Applications using Licensee's authorized end users' user IDs and passwords. Licensee, not FNAC, shall be liable for any unauthorized use of such user IDs or passwords.

c. Licensee agrees that if Licensee suspects, or become aware of a technical failure or any improper access to or use of the Licensed Software, Color Adjustment Applications or user ID by another person, Licensee shall promptly notify FNAC of such occurrence, and shall, as promptly as practicable, take immediate actions to terminate such person's access to and use of the Licensed Software and Color Adjustment Applications. FNAC reserves the right to limit or terminate Licensee's or any particular end user's access to and use of the Licensed Software and Color Adjustment Application (or any part thereof) immediately and without prior notice.

d. In order to assure compliance with this Agreement and to prevent unauthorized use of Color Profiles with non-approved output devices, FNAC may encrypt, burn-onto and/or place such "tags", watermarks and other readily identifiable information on Color Profiles created by Licensee including, without limitation, Licensee's name, location, address, FNAC's name and technical representative supervising Licensee's use of ColorPath®. Furthermore, FNAC may remotely access Licensee's Authorized Measurement Stations to assure and confirm that Color Profiles are only being used with Authorized Output Devices.

7. LIMITED WARRANTIES

a. FNAC warrants that the Support performed hereunder will be performed in a competent and professional manner by employees of FNAC and/or its affiliates having a level of

training and skill commensurate with their assigned responsibilities.

b. FNAC warrants to Licensee that FNAC has the right to enter into this Agreement and to grant the rights and licenses herein, and, that FNAC has no actual knowledge that the Licensed Software and Color Adjustment Applications infringe or otherwise violate any patent, copyright, trademark, trade secret or other proprietary rights of a third party.

c. Licensee shall be required to notify FNAC in writing of any alleged breach of the warranties described above and provide FNAC with documentation establishing such breach.

d. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, FNAC MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING AS TO THE CONDITION, MERCHANTABILITY, NON-INFRINGEMENT, DESIGN, OPERATION OR FITNESS FOR A PARTICULAR PURPOSE OR NEED OF THE LICENSED SOFTWARE, COLOR ADJUSTMENT APPLICATIONS OR SUPPORT OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED SOFTWARE, COLOR ADJUSTMENT APPLICATIONS OR SUPPORT. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, THE LICENSED SOFTWARE AND COLOR ADJUSTMENT APPLICATIONS ARE PROVIDED "AS IS" WITH ALL FAULTS, AND THE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE AND ACCURACY IS WITH THE LICENSEE.

e. FNAC DOES NOT GUARANTEE THE ACCURACY OF ANY MEASUREMENT, TOOL, REPORT, SYSTEM OR ESTIMATE, CREATED OR PRODUCED IN CONNECTION WITH THE LICENSED SOFTWARE, COLOR ADJUSTMENT APPLICATIONS, SUPPORT, ANY FNAC SERVICES HEREUNDER AND/OR COLORPATH VERIFIED™, NOR DOES FNAC GUARANTEE COLOR STABILITY, PROFILE OR COLORMATCH OF AUTHORIZED OUTPUT DEVICES AND SHALL NOT BE LIABLE TO LICENSEE, AN AUTHORIZED END USER OR ANY THIRD PARTY FOR ANY DECISIONS MADE OR BASED UPON, SUCH MEASUREMENTS, REPORTS, TOOLS, SYSTEMS OR ESTIMATES. FNAC SHALL HAVE NO LIABILITY FOR FAILURE TO PROVIDE ANY SUCH MEASUREMENT, REPORT, TOOL, SYSTEM, OR ESTIMATE.

f. LICENSEE ACKNOWLEDGES THAT THE MONITORING AND ADJUSTMENT OF PRINT SYSTEMS IS A COMPLEX FIELD REQUIRING SOPHISTICATED AND SUBJECTIVE PROFESSIONAL JUDGMENT AND EXPERIENCE. THE LICENSED SOFTWARE AND/OR COLOR ADJUSTMENT APPLICATIONS, AS APPLICABLE, MAY BE UTILIZED BY LICENSEE TO MONITOR READINGS AND/OR ADJUST PRINT FROM LICENSEE SYSTEMS (WHICH

ARE NOT NECESSARILY ACCURATE IN ALL CASES) AND PROVIDES GENERAL RECOMMENDATIONS. LICENSEE AGREES TO EXERCISE OR OBTAIN QUALIFIED PROFESSIONAL JUDGMENT BEFORE TAKING ACTION BASED ON ANY DATA, REPORTS, CERTIFICATIONS OR RECOMMENDATIONS OBTAINED FROM FNAC, SUPPORT, LICENSED SOFTWARE, COLOR ADJUSTMENT APPLICATIONS, AND/OR COLORPATH WEBSITE. FNAC SHALL HAVE NO LIABILITY FOR LOSS OR DAMAGE RESULTING FROM ANY ACTIONS LICENSEE TAKES IN RELIANCE ON DATA, REPORTS, CERTIFICATIONS OR RECOMMENDATIONS PROVIDED BY FNAC, INCLUDING THROUGH USE OF THE SUPPORT, COLOR ADJUSTMENT APPLICATIONS, USE OF LICENSED SOFTWARE AND/OR COLORPATH WEBSITE.

8. INDEMNIFICATION AND LIMITATION OF LIABILITY

a. Licensee agrees to indemnify and hold harmless FNAC and its officers, partners, affiliates, employees, agents, successors, and assigns (the "Indemnified Parties") from and against any cost, liability, judgment, settlement, claim, loss or damage (including attorneys' fees and other expenses) (collectively "Losses") arising out of or in connection with use of the Licensed Software, Color Adjustment Applications and Support (including any Loss suffered as a result of or in connection with Licensee's or a third party's reliance on the Licensed Software and/or Color Adjustment Applications, a breach by Licensee of applicable law, any breach of Licensee's obligations contained herein, any unauthorized use of the Licensed Software and/or Color Adjustment Applications or breach of any of Licensee's representations or warranties), except to the extent the same is found by a court of competent jurisdiction from which no appeal can be or is taken to have resulted from the willful misconduct, bad faith or gross negligence of Licensor.

b. The liability of FNAC under this Agreement shall in no event exceed the license fee actually paid for the applicable piece(s) of Licensed Software and/or Color Adjustment Applications by Licensee to FNAC.

c. FNAC shall not be liable for any unauthorized access to Licensee's content and/or data. Licensee acknowledges that establishing authentication of users, whether by password, certificate or otherwise, is the sole responsibility of Licensee.

d. IN NO EVENT SHALL FNAC BE LIABLE, WHETHER IN TORT, CONTRACT OR OTHERWISE, FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST, CORRUPTED OR INCORRECT DATA, SYSTEM DOWNTIME, FAILURE TO ACHIEVE COST SAVINGS, LOST PROFITS, LOST REVENUES, LOST OPPORTUNITIES, OR INTERRUPTION OF BUSINESS, OR WASTED MATERIALS ARISING OUT OF THIS AGREEMENT OR

THE DELIVERY, USE, SUPPORT, EVALUATION, OPERATION OR FAILURE OF THE LICENSED SOFTWARE, COLOR ADJUSTMENT APPLICATIONS OR SUPPORT, EVEN IF FNAC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

e. No action arising in connection with the Licensed Software, Color Adjustment Applications or this Agreement may be brought by Licensee more than one year after the date on which Licensee first becomes aware or should have become aware of the claim giving rise to such action.

f. Licensee acknowledges that the limitations of warranties and liability set forth above are fundamental elements of the bases of the bargain between FNAC and Licensee and that FNAC would not be able to provide the Licensed Software, Color Adjustment Applications or Support on an economic basis without such limitations.

9. PROPRIETARY RIGHTS; NON-DISCLOSURE

a. Licensee acknowledges that all right, title and interest, including all patent rights, trademark rights, and copyright rights, in any information or materials received from FNAC, including the Licensed Software, Color Adjustment Applications and Documentation, as well as any algorithms, results from algorithms and data captured by or generated from the Licensed Software, Color Adjustment Applications or ColorPath Verified™ are the exclusive property of FNAC, its partners or its licensors, if applicable. Licensee agrees neither to perform nor to permit any act which may in any way jeopardize or be detrimental to the validity of FNAC or its licensor's patents, trademarks, copyrights, trade secrets or other rights in the Licensed Software, Color Adjustment Applications, Documentation, data or other information or materials received from FNAC. Nothing in this Agreement shall be construed to convey any title or ownership rights to the Licensed Software, Color Adjustment Applications or Documentation to Licensee.

b. Each Party acknowledges that in the course of FNAC providing Licensed Software, Color Adjustment Applications and Support hereunder each party may come into contact with and receive certain confidential information of the other party, its partners and/or licensors regarding current and future business and technology, including but not limited to the Licensed Software, Color Adjustment Applications, Documentation and other information or materials received from FNAC, whether or not marked confidential (the "Confidential Information"). Each party will maintain the confidentiality of, and prevent the unauthorized use or disclosure of, any Confidential Information of the other party which comes into its possession, or the possession of its respective employees, agents, and contractors taking as much care and taking such steps as such party takes to protect its own Confidential Information and trade secrets, but in no event less than a reasonable degree of care. Each party agrees to restrict access to Confidential Information of the other party only to employees or contractors who (i) require access in the course

of their assigned duties and responsibilities, and (ii) have agreed in writing to be bound by provisions no less restrictive than those set forth in this Section 9. Confidential Information shall not apply to information that: (a) is already known to the party receiving the information at the time of its disclosure, free of any obligation to keep it confidential; (b) is or becomes publicly known through no wrongful act of the party receiving the information; (c) is received from a third party without similar restrictions and without breach of this Agreement; or (d) is independently developed by recipient by persons without access to the Confidential Information). Upon request, each party will promptly return all such Confidential Information of the other party. In the event of a breach or threatened breach of this provision, each party will be entitled to injunctive and/or other preliminary or equitable relief, in addition to any other remedies available at law. Notwithstanding the foregoing, each party may disclose the other's Confidential Information to the extent required by law, court order, regulation or government agency, provided such disclosing party gives the other party prior written notice of such anticipated disclosure as soon as reasonably possible.

10. ASSIGNMENTS

Licensee shall not assign or transfer this Agreement, whether by sale, assignment merger or otherwise, without the prior written consent of FNAC; FNAC shall be able to freely assign this Agreement including in connection with the sale, merger or consolidation of all or a substantial part of the business to which this Agreement relates.

11. TERM AND TERMINATION

a. This Agreement commence as of the Effective Date indicated in a Business Order and shall continue in force and effect for the initial term of one year, and thereafter shall automatically renew for additional consecutive one year terms unless at least thirty (30) days prior to the expiration of the initial term or any renewal thereof, a party shall provide written notice to the other party of its intent to not to so renew. To the extent any other Business Orders between the parties are outstanding upon any such termination or expiration, this Agreement shall be deemed to continue with respect to such Business Order(s) until the then current Support Period under such Business Order(s) shall terminate and there shall be no Renewal Support Period with respect thereto.

b. This Agreement may be terminated by FNAC immediately upon written notice if Licensee uses, transfers or discloses or attempts to use, transfer or disclose any of the Licensed Software or other Confidential Information, or any copy or modification thereof, in violation of this Agreement.

c. This Agreement may be terminated by a party immediately upon written notice if the other party has breached any other provision of this Agreement, and such breach is not fully cured (if curable) within fifteen (15) calendar days after giving of such notice.

d. Either party may elect to terminate this Agreement immediately upon written notice in the event the other party:

i. Becomes insolvent as evidenced by an assignment for the benefit of creditors or takes advantage of any applicable insolvency or any other like statute pursuant to which the assets of such party are put under control of a third-party trustee;

ii. A petition under any bankruptcy or insolvency or liquidation act is filed by or against such party; or

iii. A receiver is appointed for the assets of such party.

e. Upon termination of the Agreement, the Support or any license(s) granted herein by FNAC, Licensee's right to use and/or possess the affected Licensed Software, Color Adjustment Applications, Documentation and Confidential Information shall immediately cease and Licensee's access to the ColorPath Website and any functionality thereof shall be immediately terminated as well. Licensee shall immediately stop using all such Licensed Software, Color Adjustment Applications and Confidential Information and shall return all copies of Licensed Software, Documentation and other materials received by Licensee from FNAC, and shall delete all installed copies of Licensed Software from any and all magnetic or other electronic storage media possessed by Licensee. Licensee shall provide FNAC with written certification signed by an officer of Licensee that all such materials have been returned and/or destroyed and that no copies have been retained by Licensee for any purpose whatsoever.

f. Termination of this Agreement or any license granted hereunder shall not limit either party from pursuing other remedies available to it at law, equity or agreement, including injunctive relief.

12. GENERAL

a. This Agreement supersedes any and all prior oral and written agreements, understandings or quotations relating to the Licensed Software, Color Adjustment Applications and Support between FNAC and Licensee. No waiver, alteration, modification, or cancellation of any of the provisions of this Agreement shall be binding unless made in writing and signed by the Parties. It is expressly agreed that the terms in any Licensee purchase order or other ordering document shall be without force and effect. The failure of either party at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce such provision.

b. FNAC shall not be liable for any delay or failure to take any action required hereunder due to an event of force majeure, which for purposes hereof shall include, without limitation, an act of God, flood, fire, earthquake, war, riot, terrorism, strike or act of any governmental entity or other event beyond the reasonable control of FNAC.

c. FNAC is an independent contractor and nothing in this Agreement shall be deemed to make FNAC an agent, employee, partner or joint venturer of Licensee. FNAC shall have no authority to bind, commit, or otherwise obligate Licensee in any manner whatsoever.

d. Data or information captured by the ColorPath Website shall be the sole and exclusive property of FNAC, and FNAC shall be free to use and distribute such data without any restriction; provided, however, that FNAC shall not disclose any such data or information to a third party in a manner that attributes in any way such data or information to Customer unless Customer has consented in writing in advance to such disclosure. Such data may be deleted or archived by FNAC without providing notice to Customer, in accordance with FNAC's data retention policy, which retention policy may be modified by FNAC from time to time.

e. Neither party may use the other party's trade marks, service marks or logos on its web page, press releases, marketing documents, and other material without the prior written consent of the other party.

f. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to principles of conflicts of law. Each Party submits to the jurisdiction of the State and Federal Courts located in New York City, Borough of Manhattan for any action or proceeding relating to this Agreement, and expressly waives any objection it may have to such jurisdiction or the convenience of such forum.

g. If any provision of this Agreement is held to be unenforceable, the remaining portions of this Agreement shall remain in full force and effect.

h. All notices required or permitted to be given to either party under this Agreement shall be in writing and shall be effective upon mailing if sent by certified or registered mail to the address set forth below.

i. All notices, requests, demands, instructions, consents or other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered by hand with signed receipt, sent by confirmed facsimile on a business day during business hours, sent by commercial overnight service, or sent by United States certified mail, postage prepaid, return receipt requested. All notices shall be deemed to have been given on the date sent if sent by hand delivery or confirmed facsimile; on the first business day after the date sent, if sent by express mail or similar overnight service; and three (3) days after the date sent, if sent by certified mail.

j. Sections 1, 5, 7, 8, 9, 11e, 11f, and 12 of this Agreement shall survive any termination or expiration of this Agreement.

k. The parties do not intend there to be any third party beneficiaries to this Agreement, and nothing expressed or

implied in this Agreement is intended, or shall be construed, to confer upon or give any person or entity other than FNAC and Licensee any rights or remedies under or by reason of this Agreement.

1. The person signing on behalf of a party warrants that the execution, delivery and performance of this Agreement has

been duly authorized and that this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party.

Specifications for Use of ColorPath Sync

The following Specifications for Use of ColorPath Sync are referenced in, and constitute part of, the ColorPath Sync License and Support Agreement (the “Agreement”), and are incorporated therein as if full stated in the Agreement.

ColorPath SYNC Website:

Internet Connectivity:

- Port 80 open for web connectivity
- High speed internet access required

Browser setting requirements:

- Javascript enabled
- Cookies allowed for Colorpathsync.com

Admin and User Account requirements:

- All users are required to have unique email account.
- Additional email account is needed for using XMF Integrated.

Browser Support:

- Apple Macintosh OS X: 10.6.8, 10.7.5, 10.8.5, 10.9.1 or higher
- Windows Platform: Windows 7, Windows 8.1
- Current Version Of Firefox
- Internet Explorer version 9, 10, or 11

Spectrophotometers supported:

- X-Rite Eye-One
- X-Rite i1IO
- X-Rite i1IO Pro2
- X-Rite i1Pro2
- X-Rite i1ISIS

Note:

Customer is responsible for maintaining all of the above hardware and software at an approved version level and operating at an acceptable level for ColorPath Sync related Support. These Specifications may be modified and/or updated from time to time on the ColorPath Sync Website.

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Website Data Retention

Normal Use

- A. Prepress and pressroom data generally retained for 13 months from the date of generation of such data, subject to the “Cancellation of Service” provision below. Validation Data will be removed after the 13th month.

After Cancellation Of Service

- B. Data generally retained for 60 Days after cancellation or termination of Support contract.

