Agreement Id: 4400301475

ADOBE® VOLUME LICENSING
CUMULATIVE LICENSING PROGRAM GOVERNMENT MEMBERSHIP

This Cumulative Licensing Program ("CLP") Government Membership Agreement (the "Agreement") (Adobe Ref. 301475) is made and entered into as of July 1, 2012 (the "Effective Date") by and between Adobe Systems Incorporated, a Delaware Corporation having a place of business at 345 Park Avenue, San Jose, CA 95110-2704 ("Adobe") and the Department of Defense (DoD) ("Licensee" or "Member") as executed by their duly authorized representative, the Department of the Navy, NAVSUP Weapon Systems Support, 5450 Carlisle Pike, Mechanicsburg, PA. The Member wishes to enroll in the Adobe Volume Licensing CLP 5.0 Program, and to amend the terms and conditions ("the CLP 5.0 Terms and Conditions") as provided herein. Unless expressly stated to the contrary herein, all capitalized terms in this Agreement shall have the meaning ascribed to them in the CLP 5.0 Terms and Conditions. In consideration of the promises and mutual covenants contained herein, the parties agree as follows:

1. Applicability of the Agreement

1.1. This Agreement shall apply to the Software licensed by Licensee through one of Adobe's authorized Resellers pursuant to an ESI BPA and all BPA Attachments. Licensee may place orders under this Agreement by issuing Delivery Order Documents to the Adobe Reseller in accordance with the Ordering instructions.

1.2. "Licensee" means the Member and any affiliates identified in Appendix A to this Agreement ("Affiliates").

1.3. Purchase or Delivery Orders ("Orders") issued hereunder will specify the processes for delivering and receiving Software, as well as the details of the License terms and conditions.

1.4. End users must consult and comply with the full license terms of the EULA for the specific product that is received when placing an order for an individual product. Customers can view the applicable Adobe EULAs at the following website address: http://www.adobe.com/products/eulas/main.html

1.5. To the extent the EULA conflicts with this Agreement or any relevant Order, the conflict should be resolved according to the following order of precedence: (1) Federal law, (2) the FAR, (3) the GSA Universal Amendment to Adobe's software EULAs, (4) this Agreement (5) any other amendment that Adobe and the Ordering Activity may separately enter into to vary the terms of the EULA to accommodate unique license terms under an Order, and (6) the EULA. This Agreement may only be modified upon written consent of both parties.

2. License Grants

2.1. At the time a DoD component wishes to place an order for Adobe's Programs or Products, the DoD component and the Authorized Resellers shall execute an Order for an EULA specifying the license grant details, including the license type, unit of measure and units ordered.

2.2. Adobe acknowledges that DoD and its users shall not be bound by the terms of a Click Wrap license or end user terms in Contractor's EULA to the extent such Click Wrap license or end user terms conflict with the terms of this Agreement.

3. Enrollment

3.1 The Member's participation in the CLP 5.0 Program is subject to the CLP 5.0 Terms and Conditions, which consist of the terms found at

http://www.adobe.com/aboutadobe/volumelicensing/enroll/government.html and http://www.adobe.com/aboutadobe/volumelicensing/pdfs/clp_5_government_program_guide.pdf, The CLP 5.0 Terms and Conditions are incorporated by reference herein and, together with Appendix A comprise this Agreement. By its execution of this Agreement, Member expressly accepts the CLP 5.0 Terms and Conditions and the amendments contained herein.

3.2 Members and its Affiliates shall be eligible to enroll in the CLP 5.0 Program as Self-enrolled Affiliates of Member. Each may enroll as a Self-enrolled Affiliate of Member as follows:

(i) The Affiliate shall complete the online enrollment form by accessing the following URL: http://www.adobe.com/aboutadobe/volumelicensing/enroll/government.html or, alternatively, by completing a signed, hard copy version of the form and providing it to Adobe in the manner described in the form.

(ii) After receiving the Affiliate's request for enrollment as a Self-Enrolled Affiliate of Member, Adobe shall notify the Member's Program Administrator, Thao Vu (Thao.Vu@navy.mil) for approval of the Affiliate's request prior to admitting such Affiliate into the CLP 5.0 Program.

4. Participation

4.1 Member only desires to participate in the CLP 5.0 Program if the terms and conditions of this Agreement apply in addition to, or in modification of, the CLP 5.0 Terms and Conditions. Therefore, the parties agree that this Agreement is supplemental to the CLP 5.0 Terms and Conditions and shall be read in conjunction therewith.

4.2 Notwithstanding anything in the CLP 5.0 Terms and Conditions to the contrary, and in recognition of Member's prior year purchasing history under its prior Adobe Open Options CLP 5.0 Agreement with Adobe (which shall expire on June 30, 2012, Adobe Ref. 191280) (the "Prior CLP Agreement"), Member shall not have any initial order commitment. Member shall retain the Level 2 discount level. However, Member shall be required to meet the minimum requirements for the Level 2 discount level by the end of the Term of this Agreement to sustain its Level 2discount level under any renewal CLP Program.

4.3 The parties agree that all purchases made by Member and its Affiliates under the CLP 5.0 Program shall be made in United States Currency regardless of where the order is being shipped (the Deploy-to address).

4.4 The term of this Agreement is effective upon the Effective Date for a period of two (2) years. All existing Upgrade Plans still in effect under the Prior CLP Agreement shall terminate on June 30, 2012, irrespective of the date that such Upgrade Plans were purchased. Member and its Affiliates understand that any costs paid for such Upgrade Plans are non-refundable and no credits shall be provided to the Member or its Affiliates as a result of the termination of such Upgrade Plans.

4.5 Nothing in this CLP 5.0 Program Agreement shall be construed as affecting the terms and conditions of any other Adobe Open Options CLP Agreement by and between Member and Adobe. Such agreements are intended to run concurrently with this present CLP 5.0 Agreement and Member shall continue to be able to purchase new licenses and Upgrade Plans under such Adobe Open Options CLP Agreements subject to the terms therein.

5. US Government Configuration Baseline

5.1 The Adobe Acrobat Reader X complies with the SCAP the requirements of the US Government Configuration Baseline (USGCB) as identified at http://web.nvd.nist.gov/view/ncp/repository. The standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved USGCB configuration. Adobe shall maintain operability with USGCB standards as they evolve

6. Patent, Copyright, Trademark, and Trade Secret Protection

6.1. Indemnification. Pursuant to 28 U.S.C. § 516, in the event of any claim against any Licensee arising out of use of the Adobe Software, Adobe cannot assume responsibility for or control of the litigation or any settlement negotiations, provided however, that Licensee (i) agrees that any litigation or settlement negotiation shall not bind Adobe, in any way, to the final outcome of any such litigation or settlement; (ii) shall not impair Adobe's own rights, defenses, or claims against the claimant, (iii) shall not have the right to settle any claim, make any admissions, or waive any defenses on behalf of Adobe; and (iv) shall in good faith reasonably cooperate and consult with Adobe during the course of settlement negotiations and prosecution of the claim and shall afford Adobe free access to all communications and documentations with all parties, witnesses, and judicial or administrative body(ies) associated with such claim upon Adobe's request. Any contrary provisions in the License Agreement are hereby deleted. In compliance with the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1)(B), the U.S. Government does not agree to pay any costs, fees, or damages arising from claims against Adobe relating to use of the software by any Licensee. Any contrary provisions in the License agreement are hereby deleted.

7. Virus, Malicious, Mischievous or Destructive Programming

7.1. Adobe warrants that as of the day the Software and any subsequent upgrades or updates is delivered by Adobe to Licensee or its designee, either by installation media or electronic download, it has been processed by one or more industry-standard Virus detection programs with the then-current Virus definitions and that it is free of Viruses that were detected by such programs. Adobe does not warrant that the Software is totally free of Viruses. The term "Virus" means code that is not a normal feature of the Software that is designed or intended to have any of the following functions: (a) disrupting, disabling, harming or otherwise substantially impeding the normal operation of, or providing unauthorized access to, a computer system or network or other device on which such code is stored and installed; or (b) damaging or destroying any data file without the user's consent.

7.2. If Adobe is found to have breached this warranty, Adobe's sole obligation and Licensee's sole and exclusive remedy will be for Adobe to provide a replacement copy of the Software that, as of the date the Software is delivered to Licensee, has been processed by one or more industry-standard Virus detection programs and that it is free of Viruses that were detected by such programs.

7.3. Under no circumstances shall Licensor be liable for damages to the DoD for loss of the DoD's data arising from the failure of the licensed products to conform to the warranty stated above.

8. Net-Centricity

8.1. Adobe is aware of the OSD NII DCIO Net-Centric Checklist, located at http://dodcio.defense.gov/Portals/0/Documents/NetCentric_Checklist_v2-1-3_.pdf. The Net-Centric Checklist does not apply to individual Adobe product licenses at this time. Software products offered to and purchased by the DoD and Intelligence Community shall be licensed by the software publisher without restriction to information sharing among the DoD and IC in performing their missions. Information regarding Adobe product license adherence to Internet Protocol v6 (IPv6) can be found at www.adobe.com.

9. Section 508 of the Rehabilitation Act Compliance

9.1. Adobe's products meet the accessibility standards at 36 CFR Part 1194 as required by FAR Case 1999-607. General information regarding the Section 508 Act can be found at the website www.section508.gov. Adobe Product License Voluntary Product Accessibility Template ("VPATS") for Section 508 can be found at HTTP://WWW.ADOBE.COM/ACCESSIBILITY/PRODUCTS/COMPLIANCE/.

10. Functionality Protection and Extended Support

10.1. Without prejudice to Adobe's right to determine product planning and product lifecycles, in the event that Adobe merely rebrands, renames or repackages the Software, Adobe agrees that it will grant the Customer a license under the terms of this Agreement, including applicable support terms, to use the rebranded, renamed or repackaged Software to the same extent the customer is permitted to use the initially licensed version of the Software for no additional fee. For the purposes of this Agreement, "rebrand, rename or repackage" means a new product name or package without additional functionalities.

10.2. In the event that Adobe announces the End of Life ("EOL") of a Software product, it shall make such announcement by posting the information on its website ninety (90) days prior to the EOL event. During the ninety (90) days between the date of the announcement and the EOL event, Adobe shall undertake sustaining engineering (provide patches) in accordance with its normal practice. In the event that a Software product is to be upgraded (a new version released), the old version shall enjoy sustaining engineering for a period of up to ninety (90) days after the ship date of the new version, all in accordance with Adobe's normal practice.

11. Audit

11.1. Notwithstanding Adobe audit provisions to the contrary, Member may perform an internal audit of Software use and will use its best efforts to keep full and accurate accounts that may be used to properly ascertain and verify numbers of licenses, users or subscription parameters in use. Upon Adobe's written request, Member may provide audit reports to Publisher from Licensee's internal audit records. In addition, Member may permit Adobe or a third party representative to have access to Member's records and computer systems and the right to audit such systems to insure Software use is in accordance with its license terms. All Adobe personnel must have appropriate security clearances to gain access to Member site or data. In no event shall audit be made more than once per annum. Member shall promptly correct any errors and omissions disclosed by such audit.

12. Temporary Use of Software during Times of Conflict

12.1. During Temporary Expeditionary Deployments ("TEDs"), Member and its Affiliates, during the term of this Agreement may temporarily deploy and install or use on, or access from qualified desktops or servers, Adobe Software Products previously licensed pursuant to this Agreement on an unlimited number of qualified desktops or servers being used as part of the TEDs ("Temporary Use"). For purposes of this subsection, the term "Temporary Expeditionary Deployments" or "TEDs" shall refer to any number of software licensed products made available under this Agreement where the Licensee has already purchased licenses and has installed copies of the Software, which may be used at no additional cost by the Licensee. The coverage will extend to deployments away from in-garrison locations (any military post or government office where troops or civilian government personnel are at a permanent location), deployment locations in support of war games, exercises, real world contingencies, and emergency situations similar to the terrorist attacks on 9/11/01 where temporary duty stations were needed due to the destruction of government offices. Licensee will make a record of the count of each category of license used while deployed and the period of use. After the TED and upon request, the count and duration information, but not the deployed location information, will be provided to Adobe for auditing purposes. Such Temporary Use of the Software is limited to a period equal to the length of the TED or six (6) calendar months, whichever is shorter ("Temporary Use Period"), unless a different time period is agreed to in writing by the contractor. At the end of the six (6) month period or as mutually agreed to, the Licensee will provide a written certification that the licenses have either been destroyed or payment has been made under this Agreement. The Licensee agrees to use the products in accordance with the terms contained in this Agreement and the Applicable version of the EULA – Product Use Rights. If the Licensee requires use of the Software beyond the Temporary Use Period and Adobe has not approved such extended use, the Licensee shall purchase the products in accordance with the pricing terms of this DoD ESA.

13. License Assignment and Transfer

13.1. Assignment of Licenses. DoD will provide advanced written notice to Adobe when DoD intends to designate an outsourcer/contractor/agent to manage and maintain (e.g., installation, configuration, version and release management) the Software on DoD's behalf. All activities by such outsourcer/contractor/agent shall be subject to the EULA as modified herein. Adobe shall not enter into any separate agreement with any DoD designated outsourcer/contract/agent that would alter or supersede the terms of this Agreement.

13.2. Transfers. Notwithstanding any provision to the contrary, the Transfer rights of the Licensee in the applicable EULA for any Adobe branded product bought through a DoD Enterprise Software Agreement (ESA) under Adobe's volume licensing program are clarified to include the right to transfer among DoD Agencies as well as DoD components.

14. Portable or Home Computer Use

14.1. Notwithstanding the terms of the product license agreement included with an Adobe branded product, when such a product is obtained under an Adobe volume license program (currently known as Adobe Open Options) (not including Student Licensing, Site Licensing, and Term Licensing) by any licensee than an educational volume licensee, the primary user of the computer on which such software is lawfully installed may install a second copy of such software for his or her exclusive use on either a portable computer or

a computer located at his or her home, provided that the software on the portable or home computer is not used at the same time as the software on the primary computer.

15. Rights of Survivorship of the Agreement

15.1. This Agreement shall survive unto Adobe, it's Successor, rights and assigns. The software and agreement terms and conditions as covered under this Agreement shall survive this agreement, in perpetuity, notwithstanding the acquisition or merger of Licensor by or with another entity. Any software name changes, re-packing or merger of similar products that carry forward the same or similar function of the software shall be supported with updates, upgrades and new releases under this Agreement at no additional cost in accordance with the terms of this Agreement and the CLP 5.0 Terms and Conditions.

16. Governing Law

16.1. This Agreement shall be governed by the laws of the United States, unless there is no applicable law of the United States which would apply, in which case the laws of the State of California shall apply. Any provisions in the License Agreement stating that the License Agreement shall only be governed by the law of any particular U.S. state, U.S. territory or district, or foreign nation are hereby deleted.

17. Integration Clause

17.1. The CLP 5.0 Terms and conditions, as modified by this Agreement constitute the complete and exclusive statement of agreement between the parties with respect to Member's enrollment in Adobe's volume licensing program and supersedes the prior CLP Agreement and interim agreements between the parties in connection with the subject matter hereof.

18. Confidentiality

18.1. Each party shall treat the other party's confidential information in the same manner as its own confidential information. The parties must identify in writing what is considered confidential information.

19. SmartBUY Transition.

19.1. Office of Management and Budget has recently announced the SmartBUY initiative to maximize cost savings and achieve best quality when acquiring software. The General Services Administration (GSA) is the designated Executive Agent for SmartBUY. The initiative will establish software enterprise licensing on a government-wide basis. If during the Program Term, Adobe and its resellers enter into a government-wide agreement with the GSA under the SmartBUY Initiative, which includes pricing for the specific products or services under similar terms and conditions as those licensed by the DoD, neither Adobe or its resellers will preclude the DoD from licensing products or purchasing services under a SmartBUY agreement provided that there shall be no effect on the terms of this Agreement. Nothing contained in this Section 4 shall prevent Member from exercising its termination rights under the CLP 5.0 Terms and Conditions.

20. Special Solutions and Spot Discounts.

20.1. DoD customers are encouraged to consolidate their purchases of Adobe products prior to releasing requests for quotes under a DoD Enterprise Software Agreement (ESA). Ordering Officers should contact either an Adobe Authorized ESA program reseller or Adobe directly at their Alias (Adobe.DODESI@adobe.com) for further details. Adobe will evaluate consolidated requirements and may negotiate special terms/solutions and price reductions for specific orders as warranted by large volume purchases or other special circumstances.

21. Publicity/Advertisement

21.1. The Licensor must obtain DoD approval prior to mentioning the DoD or a DoD agency in an advertisement, endorsement, or any other type of publicity. This includes the use of any trademark or logo.

This Agreement shall not be modified or rescinded except in writing signed by both parties. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

In Witness whereof, the parties have caused this License to be executed by their duly authorized representatives effective as of the Effective Date.

Adobe:

Adobe Systems Incorporated

By_____
Name: Greg Simpson
Title: Director of Finance
Date: Assistant Controller
5/8/12

NAVSUP Weapon Systems Support – Mechanicsburg, PA
On behalf of the US Department of Defense (DoD)

HUBER.WILLIAM.M.1229117404 Digitally signed by HUBER.WILLIAM.M.1229117404 DN: c=US, o=U.S. Government, ou=DoD, ou=PKI, ou=USN, cn=HUBER.WILLIAM.M.1229117404 Date: 2012.06.04 11:19:40 -04'00'

By_____
Name: William Huber
Title: Contracting Officer
Date: 04 JUN 2012

ADOBE® VOLUME LICENSING
CUMULATIVE LICENSING PROGRAM GOVERNMENT MEMBERSHIP

APPENDIX A

Effective on July 1, 2012.

Program Applicant:

Department of the Navy on behalf of the Department of Defense

NAVSUP Weapon Systems Support (WSS)

5450 Carlisle Pike

Mechanicsburg, PA 170055-0788

DOD End User ID:

20197081

Primary DOD POC for program communications and copies of upgrade notices:

Thao Vu

DON Enterprise Agreements Program

Phone: (619) 553-1065

Fax: (619) 524-9678

Email: Thao.Vu@navy.mil

Adobe Points of Contact:

Lesley Lawrence, Public Sector Channels Operations Manager: llawrenc@adobe.com

Chris Aherne, Director, DoD Public Sector Sales: caherne@adobe.com

ADOBE® VOLUME LICENSING
CUMULATIVE LICENSING PROGRAM GOVERNMENT MEMBERSHIP

Member's Affiliates:

The following Member Affiliates are hereby authorized to place orders under the DoD Enterprise Software Initiative (ESI) Blanket Purchase Agreements (BPA) which incorporate the terms and conditions of this Agreement. The DoD ESI BPAs are open for ordering by all Department of Defense (DoD) Components. For the purposes of this Agreement, a "DoD Component" is defined as: the Office of the Secretary of Defense (OSD), the Military Departments, the Chairman of the Joint Chiefs of Staff, the Combatant Commands, the Inspector General of the Department of Defense (DoD IG), the Defense Agencies, the DoD Field Activities, the U. S. Coast Guard, NATO, and the Intelligence Community, and specifically includes but it not limited to the following:

Office of the US Secretary of Defense

Department of the Air Force (including Air Force Intel)

Department of the Army (including Army Intel)

Department of the Navy (including Navy Intel and Marine Corps Intel)

Chairman of the Joint Chiefs of Staff

Unified Combatant Commands

Inspector General of the Department of Defense

Defense Agencies (see Official List of Defense Agencies at: http://www.usa.gov/Agencies/Federal/Executive/Defense.shtml#Defense_Agencies):

- Defense Advanced Research Projects Agency (DARPA)
- Defense Commissary Agency
- Defense Contract Audit Agency (DCAA)
- Defense Contract Management Agency
- Defense Finance and Accounting Service (DFAS)
- Defense Information Systems Agency (DISA)
- Defense Intelligence Agency (DIA)
- Defense Legal Services Agency
- Defense Logistics Agency (DLA)
- Defense Security Cooperation Agency (DSCA)
- Defense Security Service (DSS)
- Defense Threat Reduction Agency (DTRA)
- Missile Defense Agency (MDA)
- National Geospatial-Intelligence Agency
- National Security agency (NSA)
- Pentagon Force Protection Agency

Department of Defense Field Activities

Director of National Intelligence

Central Intelligence Agency

Defense Intelligence Agency

Department of Energy (Office of Intelligence and Counterintelligence)

Department of Homeland Security (Office of Intelligence and Analysis)

Department of State (Bureau of Intelligence and Research)

ADOBE® VOLUME LICENSING
CUMULATIVE LICENSING PROGRAM GOVERNMENT MEMBERSHIP

Department of Treasury (Office of Intelligence and Analysis)

Drug Enforcement Administration (Office of National Security Intelligence)

Federal Bureau of Investigation (National Security Branch)

National Geospatial-Intelligence Agency

National Reconnaissance Office

National Security Agency (Central Security Service)

United States Coast Guard

North Atlantic Treaty Organization (NATO)

All other Department of Defense Activities, Agencies, Commands and Organizations not specifically listed.