



**ADOBE® OPEN OPTIONS  
CONTRACTUAL LICENSING PROGRAM  
EDUCATION MEMBERSHIP AGREEMENT**

This Adobe Open Options Contractual Licensing Program (“CLP”) Membership Agreement is effective as of the date last signed below (the “Effective Date”) and entered into between **ADOBE SYSTEMS SOFTWARE IRELAND LIMITED**, a company incorporated in Ireland and having a place of business at 4-6 Riverwalk, City West Business Campus, Saggart D24, Dublin, Ireland (“Adobe”) and **EUNIS-CZ**, *zajmove sdruzeni pravnickyh osob* registered in the Czech Republic and having a place of business at Ovocny trh 5, 110 00 Praha 1, Czech Republic with registered number of \_\_\_\_\_ (“Program Member”). Adobe and Program Member may be referred to as the “Parties”.

Program Member is a not-for-profit, special-interest association of legal entities engaged in introduction, development, control, or use of information systems at Czech universities. Adobe and Program Member intend to conclude this CLP Membership Agreement in order to aggregate orders for Adobe software products from specific Czech Educational Institutions under the name of Program Member.

NOW THEREFORE in consideration of the promises contained in this Agreement the Parties agree as follows:

**1. Definitions.** In this Agreement, the following words have the following meanings:

- 1.1 “*Affiliate Member*” means a division, department, organization or other related schools, campuses or colleges, each of whose primary purpose is teaching, and which is listed in **Schedule D** (List of eligible Educational Institutions) and has separately enrolled into this program.
- 1.2 “*Agreement*” means these terms and conditions, including all attached or referenced Schedules, the applicable EULA(s) accompanying the Software in the form of a click-through license agreement and the Program Guide terms.
- 1.3 “*ALC*” means a reseller authorized in writing by Adobe to offer the Adobe Open Options CLP 4.5 to Program Member, either directly or through Authorized Resellers.
- 1.4 “*Authorized Reseller*” means an entity, located in Europe that has signed an Adobe reseller agreement and received a reseller authorization number from Adobe, and is engaged in the authorized distribution or licensing of Educational Software Products to End Users.
- 1.5 “*Concurrency*” means the ability for more than one user to access the Software at the same time, where the total number of concurrent users differs from the number of Licenses ordered.
- 1.6 “*Educational Institution*” means the institutions listed in **Schedule D**.
- 1.7 “*Educational Software Products*” means the Software, Licenses, User Documentation, Upgrade Plan, Support, and Media copies of the Software, collectively or individually, available under the Program, where “*Media*” means the physical property in and the physical copy of the Software, specifically the disks, CD-ROMs or other media.
- 1.8 “*End User*” means a licensee of computer products who acquires such products for use rather than distribution, and shall exclude distributors, dealers, resellers, value added resellers, OEMs, third party vendors, systems integrators, commission agents, or other parties who have acquired such products for distribution.
- 1.9 “*Enrollment*” means a document submitted by an Affiliate Member under this Agreement, to participate in the Program.
- 1.10 “*EULA*” means the Adobe end user license agreement accompanying the relevant Educational Software Product, which EULA may be updated from time to time by Adobe.
- 1.11 “*Europe*” means all full members of the European Union and Norway, Lichtenstein and Switzerland.
- 1.12 “*License(s)*” means the license or right granted by Adobe to install and use the Software in accordance with the EULA(s).
- 1.13 “*Program*” means the Adobe Open Options contractual licensing program 4.5, as described in this Agreement.
- 1.14 “*Program Guide*” means the detailed terms of the Program, which terms are incorporated herein by reference, and are as set forth from time to time at [http://www.adobe.com/de/aboutadobe/openoptions/pdfs/clp\\_guide45.pdf](http://www.adobe.com/de/aboutadobe/openoptions/pdfs/clp_guide45.pdf).
- 1.15 “*Schedule*” means the following, as and if applicable: *Schedule A*, General Information, *Schedule B*, CLP Media and User Documentation Reproduction, *Schedule C*, Affiliate Member Enrollment, *Schedule D*, List of eligible Educational Institutions, and including any additional schedules as may be developed by Adobe and signed by Program Member from time to time.

- 1.16 “*Software*” means the executable code version of Adobe’s proprietary software product(s), including Upgrades, whether in whole or in part, including any and all copies.
- 1.17 “*Support*” means the support services, if any, offered by or on behalf of Adobe for purchase by Program Member.
- 1.18 “*Term*” means the term of this Agreement, as further defined in Clause 3.1.
- 1.19 “*Upgrade Plan*” means a subscription to receive Upgrades during the Term.
- 1.20 “*Upgrades*” means new Software releases containing new enhancements, features or functionality that Adobe makes commercially available, but excluding new products, as determined by Adobe in its sole discretion.
- 1.21 “*User Documentation*” means the manuals and other supporting documentation, if any, provided by Adobe for use with the Software.

## 2. *The Program.*

2.1 *General.* The Program is designed to allow Program Member to accrue Points for orders of Adobe Software, Upgrade Plan(s) and/or Support. These Points permit the Program Member to be eligible for Educational Software Product discounts on its initial order and for any additional orders placed during the Term. A Program Member may improve its discount level as it continues to order Licenses during the Term. For purposes of this Agreement, “Points” means the credits (in the form of points) that are allocated to Educational Software Products and which are accumulated by Program Member under the Program. No Points shall be awarded for any activity undertaken by Program Member or its Affiliate Members under *Schedule B*. Point values and the Educational Software Products available under the Program, however, may be modified from time to time by Adobe. For additional information on the Program, Program Member should refer to the current version of the Program Guide. Without prejudice to Program Member’s eligibility for Software Product discounts, Adobe can not guarantee any particular discount, as the pricing is determined between Program Member and its designated ALC or Authorized Reseller.

### 2.2 *Participation.*

- a. To participate in the Program, a Program Member must complete and sign two (2) copies of this Agreement and return both copies to Adobe’s Sales Order Management group at Adobe Systems Ireland Limited, 4-6 Riverwalk, City West Business Campus, Saggart D24, Dublin, Ireland.
- b. Concurrent with Program Member’s execution of this Agreement, Program Member must nominate an ALC or Authorized Reseller, as applicable. ALCs operate as independent distributors and are not agents or affiliates of Adobe. Program Member is free to change its designated ALC or Authorized Reseller, as applicable, during the Term upon written notice to Adobe.
- c. Program Member will be assigned a Program agreement number, which number must be referenced by Program Member on any of its orders. Program Member shall treat such number as confidential information and not share or disclose such number to anyone other than its designated ALC or Authorized Reseller or its participating Affiliate Members. Further, each enrolled Affiliate Member, if any, will receive a separate Program agreement number.
- d. Affiliate Members must each be an Educational Institution and End User, and Program Member hereby represents and warrants to Adobe that any participating Affiliate Members are Educational Institutions and End Users.

2.3 *Participation by Affiliate Members.* During the Term, Program Member’s Affiliate Members may participate in the Program by signing the Affiliate Member Enrollment Form according to *Schedule C* and thereby enrolling in the Program. A participation of Affiliates in the Program without this enrollment shall not be possible. Participation is subject to the following:

- a. Affiliate Members shall be entitled to the benefits of the Program provided that and for so long as they remain Affiliate Members of Program Member and comply with the provisions of this Agreement and specifically the provisions of *Schedule B*.
- b. Every Affiliate who enrolls in the Program as aforesaid shall be entitled to start participation at Program Member’s Discount Level 2.

2.4 *Pricing.* All fees are determined by the ALC or Authorized Reseller, as applicable. Adobe does not set the pricing that ALCs may charge and Program Member is free to negotiate fees directly with its ALC or Authorized Reseller, as applicable. Matters such as price, delivery, method of installation and payment terms must be agreed between Program Member and Program Member’s ALC or Authorized Reseller, as applicable.

### 2.5 Program Member Rights.

- a) Program Member's and its Affiliate Members' right to install, deploy, use and reproduce each copy of the Software is conditioned upon and shall be subject to its separate acceptance of the EULA(s), and *Schedule B*, if applicable. If Program Member or its Affiliate Member does not wish to accept the EULA, it must return the Educational Software Products in accordance with the instructions in the EULA.
- b) Unless a *Schedule B* permitting media reproduction is completed, signed and returned to Adobe, neither Program Member, nor its Affiliate Members is entitled to make additional copies of the Media or User Documentation unless permitted in the EULA(s). Each License, however, includes the right to print one hard copy version of any electronic User Documentation.
- c) The "permitted number" of users or computers, as the case may be (that is referred to in the EULA) shall be determined by the number of Licenses obtained by Program Member, or in the case of Concurrency, the number of permitted Concurrent seats purchased.
- d) If there is a conflict between the terms of the EULA and the terms in the body of this Agreement (the "*Terms*"), these Terms shall prevail.
- e) Program Member may order Concurrent Licenses only for lab or administrative use of Adobe Software. However, this option may be subject to additional fees, as determined by the ALC or Authorized Reseller, as applicable, and Program Member must maintain and use adequate verification or monitoring software to manage the Concurrency.

### 2.6 Ordering.

- a) Program Member understands that under the Program, Program Member may purchase Licenses using various SKUs. Licenses using commercial or education SKUs may be generally deployed as set forth in this Agreement.
- b) If Program Member installs, deploys or otherwise uses additional copies of the Software during the Term, then Program Member shall submit orders to its designated ALC or Authorized Reseller, as applicable, for all such copies of the Software, in accordance with the procedures agreed upon with said ALC or Authorized Reseller, as applicable. Orders must be submitted within the month those copies are first installed, deployed, or otherwise used or made available by Program Member.
- c) Ordering the Upgrade Plan for the Licenses is optional, but if ordered, is subject to Program Member electing one of the following two options: (i) Program Member pays the entire fee for the Upgrade Plan upfront with or following its initial order; or (ii) Program Member pays the fees for the Upgrade Plan in two equal annual installments, with half due with or following its initial order and the remainder due at the end of the first year of the Term. Notwithstanding anything to the contrary herein, it is understood that all Upgrades shall be used solely as version replacements for the Software and shall not expand the number or scope of Licenses. Program Member agrees that any and all Upgrades are for replacement of the copies of the Software previously licensed to Program Member and are not provided as additional copies. Copies of the Software that are replaced must be destroyed. Nothing in this Agreement shall be construed as increasing the number of copies of the Software licensed to Program Member.

2.6 *Resellers.* In some locations, Program Members may order Educational Software Products through an Authorized Reseller, and not an ALC. If Program Member deals with an Authorized Reseller rather than an ALC, Program Member shall satisfy all obligations in this Agreement that reference ALC(s), but shall do so through the Authorized Reseller instead of the ALC. Check the Program Guide for information about such Authorized Resellers.

## 3. Term and Termination.

3.1 *Term.* This Agreement commences on the Effective Date and continues in full force and effect until the end of the 24<sup>th</sup> calendar month thereafter, unless terminated under this Clause 3. There shall be no automatic renewal of this Agreement. Further, all Enrollments entered into under this Agreement will expire or terminate upon the expiry or termination of this Agreement.

3.2 *Termination.* Notwithstanding Clause 3.1, Adobe or Program Member may, (a) at its discretion, terminate this Agreement at any time upon 60 days' written notice to the other party, and such termination shall be without prejudice to the rights and obligations of the Parties before the termination date; or (b) terminate this Agreement immediately and without prejudice to its other rights and remedies at law and under this Agreement, by written notice to the other party upon occurrence of any of the following events: (i) Program Member's breach of Clause 6 or *Schedule B*; (ii) a party ceases to do business or otherwise fails to pay its debts as they become due; (iii) a party becomes insolvent or seeks protection under any bankruptcy, receivership, or insolvency, or if any such proceeding is instituted against such a party; or (iv) a party is in breach of this Agreement and such breach is not cured within 30 days from such party's receipt of notice specifying the breach. Further, Adobe may, without limiting the foregoing, immediately terminate a particular Affiliate Member's right to participate in the

Program, or Enrollment upon the occurrence of any of the events listed in (i) through (iv), as with respect to that Affiliate Member, and Program Member shall use best efforts to immediately notify Adobe, if one of the foregoing events occurs.

3.3 *Effect of Termination or Expiry.* Immediately upon termination or expiry, Program Member shall cease all installation or deployment of the Software, except for installation of Licenses that Program Member has already ordered or purchased in accordance with Clause 2.6. Notwithstanding any termination or expiry, Program Member's right to use the Educational Software Products shall continue so long as Program Member's use of the Educational Software Products is in compliance with all terms and conditions of the EULA(s). The right to acquire and/or receive the Upgrade Plan, all Enrollments and the right of any Affiliate Member to participate in the Program shall terminate on the expiry or termination of this Agreement. Clauses 2.5(c), 3.3, 5, 6, 7, and 8 shall survive expiry or termination of this Agreement.

#### 4. *Indemnity for Infringement.*

4.1 *Indemnification.* Subject to the limitations in Clause 4.2, Adobe agrees to defend Program Member against any lawsuit or arbitration proceeding brought by an unaffiliated third party to the extent that each such lawsuit or arbitration is based upon an allegation that the Software directly infringes any U.S., or European Union member state that is a member state as of January 1, 2004 ("EU") trademark or copyright, or any U.S., or EU patent issued as of the Effective Date (an "Action"). Adobe will pay the amount of any resulting adverse judgements (or settlements to which Adobe consents) at such time as a final non-appealable judgment has been entered by the relevant court or arbitration panel. Adobe's obligations under this Clause are expressly conditioned on Program Member (a) notifying Adobe in writing promptly after Program Member becomes aware of an Action, (b) allowing Adobe sole control of the investigation, defense, and settlement of the Action, (c) cooperating fully with Adobe in the defense of the Action (at Adobe's reasonable expense), and (d) making no admission of liability or fault on behalf of itself or Adobe.

4.2 *Limitations.* Adobe shall have no obligation under Clause 4.1 with respect to any claim arising in whole or in part from (a) modification of the Software by anyone other than Adobe, (b) use of the applicable Software in combination or conjunction with any equipment, data, devices or software that have not been supplied by Adobe (if the Action could have been avoided by the use of the Software with other equipment, data, devices, or software), (c) use of the Software in a manner other than for which it was intended, (d) use of other than the most current release of the Software made available to Program Member, if such Action would have been prevented by the use of such current release, or (e) the reproduction of the Software and/or the combining of the Software with other non-Adobe software pursuant to the limited reproduction rights granted to Program Member in *Schedule B*, if any, to this Agreement. Adobe's cumulative maximum liability to Program Member and any third parties with respect to all Actions related to the Software shall be the license fees paid by Program Member to its designated ALC for the relevant Educational Software Products(s) in the 12 months preceding the claim.

4.3 *Remedy.* If any Action arises or, in Adobe's sole judgment, is likely to arise, Adobe may, at its discretion, either (a) procure for Program Member the right to continue to use the Software, or (b) modify or replace, in whole or in part, such portions of the Software that are or are likely to be the subject of such Action with substantially comparable non-infringing code; or (c) if neither of the foregoing are practicable, terminate Program Member's and its Affiliate Members' License(s) upon written notice to Program Member and pay to Program Member an amount equal to the pro-rata value of the Software, calculated by depreciating the license fees paid by Program Member, whether directly to Adobe, or to a third party, for such Software on a straight line basis using a useful life of 36 months from the date of installation of the Software; provided that Program Member purges all copies of the Educational Software Products from all computer systems on which it was stored and returns to Adobe all physical copies of the Educational Software Products. THIS CLAUSE 4 STATES ADOBE'S ENTIRE LIABILITY AND PROGRAM MEMBER'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS.

5. *Consequential Damages Waiver.* EXCEPT FOR PROGRAM MEMBER'S BREACH OF CLAUSE 6, OR *SCHEDULE B*, NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF USE, LOST PROFITS, INTERRUPTION OF BUSINESS, LOST PROFITS, OR ANY INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND. The above limitations of liability do not apply in case of gross negligence or wilful misconduct. Adobe explicitly excludes its liability for any acts or omissions of their employees or subcontractors hired. Further, Adobe can only be liable for any (non) performance of obligations in as far as these obligations are contained in the EULA.

6. *Proprietary Rights.* Program Member acknowledges that the structure and organisation of the Educational Software Products is proprietary to Adobe Systems Incorporated, its licensors and suppliers and that Adobe Systems Incorporated, its licensors, and suppliers retain exclusive ownership of the Educational Software Products. Program Member shall take all reasonable measures to protect the proprietary rights of Adobe Systems Incorporated, its licensors and suppliers in the Educational Software Products. Except as expressly set forth in this Agreement, Program Member is not granted any right, title, or interest in any intellectual property owned or licensed by Adobe Systems Incorporated.

7. *Verifying Compliance.* Program Member shall ensure that it maintains systems and/or procedures sufficient to ensure an accurate record of the number of copies of the Software that have been installed and shall retain such record for two years after

termination or expiry of this Agreement. Adobe may, at its expense, and no more than once every 12 months, appoint an independent third party, or Adobe's internal auditor, to verify the number of copies of the Adobe Educational Software Products in use by Program Member. The verification will be conducted under terms of confidentiality at Program Member's offices on seven days' notice. If the verification discloses a shortfall in Licenses, Program Member shall immediately order any necessary Licenses and, if the underpaid fees exceed five percent of the value of the fees paid by Program Member for the Licenses, shall pay Adobe's reasonable costs of conducting the verification. If any such verification discloses a shortfall in payment of more than 15 percent, Adobe may, in addition to any other remedies, terminate this Agreement. Adobe's right to audit shall survive for two years after expiry or termination of this Agreement.

#### 8. *Miscellaneous.*

- 8.1 *Notices.* All notices or reports permitted or required under this Agreement shall be in writing and shall be by personal delivery, registered mail, or by reputable international courier service. Notice shall be deemed to have been given upon personal delivery, on the date shown on the receipt for registered mail, or on the date of delivery shown in the business records of the international courier service. The addresses for notices shall be those appearing in this Agreement or as subsequently notified by the Parties from time to time. If notice is sent to Adobe, it shall be sent to the attention of Associate General Counsel, Worldwide Sales & Field Operations.
- 8.2 *Assignment.* Program Member may not assign this Agreement without Adobe's prior written approval. For the purposes of this paragraph, a change in the persons or entities that control 50% or more of the equity securities or voting interest of Program Member shall be considered an assignment of Program Member's rights. Any transfer of any License shall be in accordance with the EULA terms and conditions. Adobe's rights and obligations, in whole or in part, under this Agreement may be assigned by Adobe and Program Member explicitly consents thereto. Any attempted assignment in violation of this Clause shall be null and void.
- 8.3 *Waiver.* The waiver by either party of a breach of any provisions contained in this Agreement shall be in writing and shall in no way be construed as a waiver of any succeeding breach of such provision or a waiver of the provision itself.
- 8.4 *Severability.* If any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and in such event, such provision shall be changed and interpreted so as to best accomplish the objective of such provision within the limits of applicable law or applicable court decisions.
- 8.5 *No Agency.* Nothing contained in this Agreement shall be construed as creating any agency or partnership between the Parties.
- 8.6 *Attorneys' Fees.* If any proceeding or lawsuit is brought by Adobe, its licensors, or suppliers, or by Program Member concerning this Agreement, the prevailing party in such proceeding shall be entitled to receive its costs, expert witness fees and reasonable attorneys' fees, including costs and fees on appeal, even to the extent that a compensation of such costs exceeds what has been awarded by the court.
- 8.7 *English Language.* If this Agreement is executed in more than one language version, then the English language version shall prevail in case of any discrepancy between the versions.
- 8.8 *Controlling Law.* This Agreement shall be governed in all respects by the laws of Ireland. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. All disputes arising out of or in relation to this Agreement shall be settled by the competent court in Ireland, without prejudice to Adobe's right to bring suit against Program Member before the court that would have jurisdiction in the absence of this clause.
- 8.9 *Schedules.* Program Member agrees that it must complete, sign and return each Schedule in which it wishes to participate. Any Schedules that are either incomplete, unsigned, or unreturned will be deemed not applicable to Program Member, and Program Member will have no rights under such Schedule.
- 8.10 *Entire Agreement.* This Agreement completely and exclusively states the Parties' agreement regarding its subject matter. This Agreement supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding such subject matter. Except as otherwise set forth in this Agreement, this Agreement shall not be modified except by an amendment executed by the Parties.

IN WITNESS WHEREOF, these Terms, together with the attached Schedule(s), are hereby executed in duplicate as follows:

ADOBE SYSTEMS:

Adobe Systems Software Ireland Limited

BBowde  
Authorized Signature

Barbara Bowden  
Printed Name **Authorized Signatory**

\_\_\_\_\_  
Title

9/3/09  
Date

EUNIS-CZ:

Ivan V  
Authorized Signature

Prof. Ing. Ivan Vrana, DrSc.  
Printed Name

Chairman of the board  
Title

5. 3. 2009  
Date

**SCHEDULE A**  
**GENERAL INFORMATION**

**1. Program Member Information.**

Name: Czech Univerzity of Life Sciences in Prague  
 Street Address: Kamycka 959  
 City and State/Province: Prague 6 Country and Postal Code: Czech republic, 156 21  
 Contact Name Prof. Ing. Ivan Vrana, DrSc E-mail vrana@pef.czu.cz  
 Tel number +420 605 474 137 Fax number +420 224 382 274

**2. Initial Designated ALC or other Authorized Reseller, as applicable.**

Name: Servodata a.s.  
 Street Address: Dolnomecholupská 12  
 City and State/Province: Praha 10 Country and Postal Code: Czech republic, 102 00  
 Contact Name: Martin Marsal Email Address: marsal@servodata.net  
 Tel number + 420 296 813 621 Fax number + 420 296 813 610

**3. Initial Points Target.**

Start shall be at Level 2.

**4. Upgrade Plan Payment Options.**

The Upgrade Plan, if elected, runs for the remainder of the Term. Program Member may choose to pay its ALC or Authorized Reseller in one upfront payment with or following its initial order, or in two installments with the first payment due with or following its initial order and the remainder due on or prior to the anniversary of the Effective Date. Please see the Program Guide for further information. Select option (please check one):

- One installment  
 Two installments

## SCHEDULE B

## CLP MEDIA AND USER DOCUMENTATION REPRODUCTION

This *Schedule B* sets forth the terms and conditions pursuant to which Program Member may reproduce the Software and User Documentation. If there is a conflict between the terms and conditions of this *Schedule B* and the Terms, this *Schedule B* shall govern. Unless otherwise defined in this *Schedule B*, all capitalized terms will have the meanings set forth in the Terms.

1. **General.** Under this *Schedule B*, the Parties agree that Program Member shall have certain limited rights to reproduce the Software and User Documentation.

2. **Definitions.** For purposes of this *Schedule B*, the following words have the following meanings:

2.1. “*Intellectual Property*” means all intellectual property rights of whatever nature anywhere in the world and all rights pertaining thereto, including but not limited to, all present and future title to and/or interest therein, whether recorded or registered in any manner or otherwise, including, but not limited to, the foregoing generality, trademarks and service marks, and applications therefor, patents and patent applications, copyright, designs, design rights both registered and unregistered, design right applications, trade secrets, know how, information, data, source codes and object codes, production methods, technology, specification of materials, formulae and processes, discoveries, specifications, diagrams, research, and methods of formulation.

2.2. “*Reproduction Location(s)*” means the physical location where any Software reproduction is undertaken by Program Member, which location must be Program Member place of business. Program Member’s Reproduction Location is:

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3. **License Grant.** Adobe Systems hereby grants to Program Member a non-exclusive, non-transferable license, during the Term, to reproduce the Software and User Documentation solely at the Reproduction Locations, for the sole purpose of facilitating the internal distribution of Licenses within Program Member’s organization as part of the Program.

4. **Location.** All reproduction must take place at the Reproduction Location. All Reproduction Locations must be secure facilities, with restricted access. A security system and procedure must be in place to ensure the security of media and any incidents of unauthorized media duplication, including, burglary, theft, or shrinkage of media containing the Software shall be reported to Adobe promptly. All media containing the Software must be accounted for and all copies of the Software beyond the number permitted hereunder must be physically destroyed by Program Member. The Parties agree that if Program Member does not include a Reproduction Location in Clause 2.2, Program Member receives no rights under this *Schedule B* and may not reproduce the Software or User Documentation.

5. **Licenses.** Program Member must have obtained a License for each copy of the Software it reproduces. The total number of copies of the Software available to Program Member must not exceed the total number of Licenses reported by Program Member, and this shall include copies on any type of media, Media obtained through an ALC under the Program, and any back-up copies permitted under the EULA. Further, the use of the Software by Program Member is a license governed by the EULA. No title to the Intellectual Property shall pass to Program Member or any third party, notwithstanding that Program Member may own the physical media used in the duplication process.

6. **Copies.** Adobe shall not provide a “golden master” of the Software; it shall be Program Member’s responsibility to obtain Media or a legitimate shrink-wrap copy of the Software from its ALC or other legitimate Adobe distributor. To protect Adobe’s copyright and other ownership interests, Program Member shall ensure that each copy of the Software made by Program Member, contains all copyright, restricted rights, and other proprietary information notices that appear on the original Adobe copy of the Software (which Program Member is using as a master copy), or such other information, imagery, and/or proprietary notices as Adobe may require from time to time. Program Member shall duplicate exactly any “Adobe” logos, which logos may appear on the Software, on every copy of the Software it reproduces. Program Member shall provide Adobe with samples of the reproductions upon Adobe’s request to ensure that Program Member’s use of the Adobe trademarks does not impair the rights of Adobe in its trademarks. Further, each copy of the Software that is reproduced by Program Member shall bear a mark or code on the hard Media that identifies the Program Member (by using the Program Member agreement number). Program Member shall ensure that it takes all measures required to protect Adobe’s Intellectual Property rights.

**Restrictions.** Other than as permitted by law, Program Member is prohibited from modifying the Software or merging or combining the Software with other software, or from making any other change or addition to the Software, other than as expressly stated in this *Schedule B*. Program Member shall be permitted to reproduce the Software on media containing other business software programs for the sole purpose of distributing Licenses within its organization as part of the Program, and provided always that the other business software is properly licensed. In addition, Program Member shall be liable for any Intellectual Property right infringement that arises as a result of such activity. Each copy of the Software reproduced by Program Member shall be a true and complete copy of the Software.

The Software shall be reproduced in object code form only, and other than as permitted by law, Program Member is prohibited from any activity, including reverse engineering, reverse assembling, and decompiling of the Software, to derive the source code from the Software.

7. **EULA.** Program Member's right to install and use each copy of the Software is subject to all the terms of the applicable EULA(s). If Program Member reproduces the Software the "Limited Warranty" provisions of the EULA shall be deemed to have been amended so that Adobe shall have no liability, and in particular no obligation to replace any Software or provide any form of refund, where the failure claimed by Program Member results directly or indirectly from the reproduction of the Software by Program Member.


8. **Verification.**

During the Term and for a period of two years thereafter, Program Member shall maintain a complete and accurate record of: (a) its Adobe Software titles; (b) the number of copies of each Software title reproduced by Program Member at each Reproduction Location; (c) all contact information and documentation (e.g. invoices, purchase orders, etc.) related to the recipients of those copies; and (d) the Software titles and quantities of each title supplied to those recipients by Program Member. Adobe may, at its expense, appoint an independent third party or Adobe's internal auditor to inspect and audit all the relevant records of Program Member, which relate to the reproduction of the Software. Adobe shall also have the right to inspect all Reproduction Locations. Any such audit and/or inspection shall be conducted during regular business hours at Program Member's offices, or the Reproduction Locations (as the case may be) and in such a manner as not to unreasonably interfere with the normal business activities of Program Member. Adobe's right to audit shall survive for two years after expiry or termination of the Agreement.

Adobe shall only conduct such audit and inspection once per calendar year during the Term, however, Adobe reserves the right to conduct audits and inspections more frequently if it has a reasonable suspicion that Program Member has violated the terms of this *Schedule B*. If any audit or inspection reveals any reproduction of the Software outside the scope of the license granted hereunder (for the avoidance of doubt, any breach of this *Schedule B*), Adobe reserves its right to terminate all reproduction rights granted hereunder, immediately upon written notice to Program Member. There shall be no "cure" period for any breach of the terms and conditions of this *Schedule B*. Any termination under this *Schedule B* shall be without prejudice to Adobe's other rights and remedies at law and under the Agreement.

9. **Indemnity.** Program Member shall indemnify Adobe and hold it harmless against any claim, loss, liability, or damage including attorney's fees and other costs, including the costs of litigation arising out of: (a) Program Member's reproduction of the Educational Software Products in violation of any provision contained in this Agreement, including this *Schedule B*, and (b) Program Member's defective media or defective duplication of the Software. Such obligation to indemnify shall include, but not be limited to, any infringement of third party Intellectual Property rights that results from the act of reproducing the Software on media containing other software.

10. **Survival.** Clauses 5, 8, 9, 10, and 11 of this *Schedule B* shall survive the termination of the Agreement. Notwithstanding termination of the Agreement, Program Member's use of the Software shall continue for as long as Program Member's use is in compliance with the terms of the EULA. The license granted in this *Schedule B* shall automatically and immediately terminate upon the expiry or termination of the Agreement for whatever reason, and without notice or further action required by Adobe.



**SCHEDULE C**  
**AFFILIATE MEMBER ENROLLMENT**

Affiliate Agreement Number (assigned by Adobe).

Pursuant to the Agreement, Program Member has the right to permit its Affiliate Members to participate separately in the Program, subject to each interested Affiliate Member's execution of this form of Enrollment. \_\_\_\_\_ is an Affiliate Member of Program Member (hereafter "*Affiliate Member*") and desires to be bound by the Agreement, as if it were the Program Member. Unless otherwise defined in this *Schedule C*, all capitalized terms in this Enrollment shall have the meaning ascribed to them in the Agreement.

NOW THEREFORE, in consideration of the promises contained in this Enrollment, the parties agree as follows:

***Agreement to be Bound.*** By executing this Enrollment, Affiliate Member agrees to be bound by all the terms and conditions of the Agreement, as if it were Program Member; provided, however, if there is a conflict between the terms of this Enrollment and the Terms, the terms of this Enrollment shall govern and control. Notwithstanding anything to the contrary, each Affiliate Member is subject to qualification by Adobe and additional information or proof of qualification may be required.

***Termination.*** This Enrollment may be terminated in accordance with the Agreement, provided that termination of this Enrollment shall not affect the Term or any other Schedule, unless specifically advised of such termination by Adobe. Further, if the Agreement terminates for any reason, this Enrollment, and rights under all Schedules shall automatically terminate without further action or liability of Adobe.

***Affiliate Member Information.***

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City and State/Province: \_\_\_\_\_

Country and Postal Code: \_\_\_\_\_

Contact Name† \_\_\_\_\_

E-mail \_\_\_\_\_

Tel number \_\_\_\_\_

Fax number \_\_\_\_\_

This contact is authorized to perform electronic downloads and perform purchase history inquiries and reports.

***Affiliate Member's Program Member Information.***

Name: \_\_\_\_\_

Program Member Agreement Number: \_\_\_\_\_

***Affiliate Member's Initial Designated ALC or other Authorized Reseller, as applicable.***

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City and State/Province: \_\_\_\_\_

Country and Postal Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Tel number \_\_\_\_\_

Fax number \_\_\_\_\_

***Upgrade Plan Payment Options.***

The Upgrade Plan, if elected, runs for the remainder of the Term. Program Member may choose to pay its ALC in one upfront payment with or following its initial order, or in two installments with the first payment due with or following its initial order and the remainder due on or prior to the anniversary of the Effective Date. Please see the Program Guide for further information. Select option (please check one):

- One installment
- Two installments

**SCHEDULE D**  
**LIST OF ELIGIBLE EDUCATIONAL INSTITUTIONS**

1. Akademie múzických umění v Praze, Malostranské náměstí 12, 118 00 Praha 1
2. Akademie výtvarných umění v Praze, U Akademie 4, 170 22, Praha 7
3. České vysoké učení technické v Praze, Žitná 4, 166 35, Praha 6
4. Česká zemědělská univerzita v Praze, Kamýcká 129, 165 21, Praha 6
5. Janáčkova akademie múzických umění, Beethovenova 2, 662 15, Brno
6. Jihočeská univerzita v Českých Budějovicích, Branišovská 31, 370 05 České Budějovice
7. Knihovna Akademie věd ČR, Národní tř. 3, 115 22, Praha 1
8. Mendelova zemědělská a lesnická univerzita, Zemědělská 1, 613 00, Brno
9. Ostravská univerzita, Dvořákova 7, 701 03, Ostrava 1
10. Policejní akademie ČR v Praze, Lhotecká 559/7, P.O.BOX 54, 143 01 Praha 4
11. Slezská univerzita v Opavě, Na Rybníčku 626/1, 746 01, Opava
12. Státní technická knihovna, Mariánské nám.č.5, 110 01, Praha 1
13. Středisko společných činností AV ČR, v.v.i., Legerova 61, Praha 2
14. Univerzita Hradec Králové, Rokitanského 62, 500 03, Hradec Králové 3
15. Univerzita Jana Evangelisty Purkyně v Ústí n.L., Hoření 13, 400 96, Ústí nad Labem
16. Univerzita Karlova, Ovocný trh 5, 116 36, Praha 1
17. Univerzita Palackého v Olomouci, Křížkovského 8, 771 47, Olomouc
18. Univerzita Pardubice, Studentská 95, 532 10, Pardubice
19. Univerzita obrany Fakulta vojenského zdravotnictví, Třebešská 1575, 500 01, Hradec Králové
20. Veterinární a farmaceutická univerzita Brno, Palackého 1 - tel: 3, 612 42, Brno
21. Vysoké učení technické v Brně, Antonínská 1, 601 90, Brno
22. Vysoká škola ekonomická, nám. Winstona Churchilla 4, 130 67, Praha 3
23. Vysoká škola chemicko-technolog. v Praze, Technická 5, 166 28, Praha 6
24. Vysoká škola báňská Technická univerzita Ostrava, 17. listopadu 15, 708 33, Ostrava-Poruba
25. Západočeská univerzita, Univerzitní 8, 316 14, Plzeň

