

TRANSITION AGREEMENT

This Transition Agreement (this "Agreement") is made and entered into this 15th day of October 2018 (the "Effective Date"), by and between Electronics For Imaging, Inc., a Delaware corporation (the "Company"), and Guy Gecht ("Executive").

RECITALS

Executive is currently employed by the Company as its Chief Executive Officer and President. Executive desires to resign from these positions with Company on the terms and conditions set forth herein.

Executive and the Company are parties to an Executive Employment Agreement dated as of January 27, 2014 (the "Current Employment Agreement"), an Indemnity Agreement dated as of February 15, 2008 (the "Indemnity Agreement"), and an Employment, Confidential Information and Invention Assignment Agreement dated November 6, 1995 (the "1995 Confidentiality Agreement").

NOW, THEREFORE, in consideration of the above recitals incorporated herein and the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Company and Executive agree as follows:

1. **Retirement.** Executive hereby voluntarily resigns his position as Chief Executive Officer and President of the Company, resigns from his employment with the Company, and resigns and from each and every other position (as an officer, director, employee, member, manager and in any other capacity) with the Company and each of its affiliates that Executive may hold (other than as a member of the Company's Board of Directors (the "Board")), effective on the Effective Date.

2. **Compensation.** Executive agrees that the Company has paid Executive all wages, bonuses, commissions and any other compensation earned by Executive during his employment with the Company (or any of its affiliates). Following the Effective Date, Executive will not be entitled to receive any further compensation or benefits arising out of his employment or any other relationship with the Company or any of its affiliates, except (a) as provided for in the Consulting Agreement (as defined in Section 3), and (b) compensation that Executive may be entitled to for his service after the Effective

Date as a non-employee member of the Board (which will be in accordance with the Company's compensation arrangements for its non-employee directors, as approved by the Board and as in effect from time to time (the "Director Compensation Policy"). For clarity, as Executive has previously been employed by the Company and previously served on the Board, he will not be entitled to an initial equity award in connection with becoming a non-employee director, but will be entitled in the future (so long as he serves on the Board) to regular annual equity awards and cash compensation to the extent provided in the Director Compensation Policy. Executive agrees to promptly submit any business expenses he incurred during his employment with the Company (to the extent not previously reimbursed) in accordance with the Company's expense reimbursement policies.

Executive's coverage under the Company's group healthcare insurance plan will end on October 31, 2018; provided, however, that Executive will be eligible to continue healthcare coverage for Executive and his eligible dependents under the Company's group health insurance plans in accordance with COBRA commencing on November 1, 2018, provided that Executive makes a timely election for COBRA coverage and Executive pays the monthly COBRA premiums necessary to continue such coverage.

3. **Consulting Agreement.** Concurrently with entering into this Agreement, Executive and the Company are entering into the Consulting Agreement attached hereto as Exhibit A (the "Consulting Agreement"). Executive acknowledges and agrees that the Consulting Agreement (including, without limitation, the continued vesting of Executive's equity awards previously granted by the Company to the extent set forth in the Consulting Agreement and subject to the terms and conditions of the Consulting Agreement, and regardless of the actual term the consulting services pursuant to the Consulting Agreement are provided) constitutes payments and benefits that Executive would not otherwise be entitled to receive without entering into this Agreement and constitutes valuable and adequate consideration for the terms, conditions, and releases provided by Executive in this Agreement. Notwithstanding anything to the contrary in the Consulting Agreement, if Executive revokes this Agreement (or any portion of it) pursuant to Section 6 or any revocation right provided by applicable law, then the Consulting Agreement shall be void and of no effect.

4. **Confidentiality Agreement; Indemnity Agreement; Employment Agreements.** Concurrently with entering into this Agreement, Executive and the Company are entering into a Confidential Information and Invention Assignment Agreement dated as of the Effective Date (the "New Confidentiality Agreement"). The New Confidentiality Agreement shall continue in full force and effect in accordance with its terms. As a material condition of this Agreement, Executive represents and agrees

that he has not previously breached the 1995 Confidentiality Agreement or the New Confidentiality Agreement, and he agrees to observe and abide by the terms of the New Confidentiality Agreement. The Indemnity Agreement shall remain in full force and effect in accordance with its terms. The Current Employment Agreement is hereby terminated, and neither Executive, the Company, nor any Company affiliate shall have any further right, benefit or obligation under the Current Employment Agreement; provided that the second paragraph of Section 10 of the Current Employment Agreement continues in effect. For clarity, all other employment agreements between Executive and the Company were previously terminated and neither the Executive, the Company, nor any Company affiliate has any right, benefit or obligation under any such other employment agreement.

5. **Release of Claims.** Executive agrees that the consideration provided for above in Section 3 represents settlement in full of all outstanding obligations owed to Executive by the Company, each of the Company's affiliates, and each of the officers, directors, agents and employees of the Company and each of its affiliates, and is satisfactory consideration for the release of claims set forth herein. On behalf of himself, and each of his heirs, family members, executors and assigns, Executive hereby fully and forever releases the Company, and each of its parent, subsidiary and affiliated companies, past and present, and their successors, and each of its and their respective officers, agents, directors, employees, investors, stockholders, administrators, attorneys, affiliates, divisions, subsidiaries, parents, predecessor and successor corporations, and assigns (the "Releasees"), from, and agree not to sue concerning, or in any manner to institute, prosecute or pursue, or cause to be instituted, prosecuted, or pursued, any claim, charge or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Executive may possess against any of the Releasees arising from any omissions, acts or facts that have occurred up until and including the Effective Date (collectively, "Claims") including, without limitation, (i) any and all Claims relating to or arising from Executive's employment relationship with the Company and the termination of that relationship; (ii) any and all Claims for wrongful discharge of employment; termination in violation of public policy; discrimination; harassment; retaliation; breach of contract, both express and implied (including but not limited to the Current Employment Agreement and any prior employment agreements); breach of a covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; and conversion; (iii) any and all Claims for or arising out of any violation of any federal, state or municipal law, regulation, ordinance, constitution or

common law, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990; the Fair Labor Standards Act; the Employee Retirement Income Security Act of 1974; The Worker Adjustment and Retraining Notification Act; the Sarbanes-Oxley Act; the California Fair Employment and Housing Act; the California Family Rights Act; the California Business & Professions Code; and the California Labor Code; (iv) any and all Claims for severance pay, bonus, sick leave, holiday pay, vacation pay, paid time off, life insurance, health and/or medical insurance or any other fringe benefit; and (v) any and all Claims for attorneys' fees, costs and penalties. This release does not extend to any claims that cannot be released as a matter of applicable law, any claims for any breach of any obligations of the Company arising under this Agreement or any claims arising after the date of this Agreement.

6. **ADEA Waiver.** Executive expressly acknowledges and agrees that, by entering into this Agreement, Executive is waiving any and all rights or claims that he may have arising under the Age Discrimination in Employment Act, as amended (the "ADEA"), which have arisen on or before the date that he signs this Agreement. Executive further acknowledges and agrees that:

(a) In return for this Agreement, Executive will receive compensation beyond that which Executive was already entitled to receive before entering into this Agreement;

(b) Executive is hereby advised in writing to consult with an attorney before signing this Agreement;

(c) Executive is hereby informed that (i) Executive has 21 days within which to consider the Agreement, (ii) the 21-day period to consider this Agreement will not re-start or be extended if any changes (whether material or immaterial) are made to this Agreement after the date it is first provided to Executive, and (iii) if Executive signs this Agreement before the end of such 21-day period, Executive acknowledges and agrees that Executive will have done so voluntarily and with full knowledge that Executive was waiving his right to have 21 days to consider this Agreement;

(d) Executive is hereby informed that he has seven (7) days following the date that he signs this Agreement in which to revoke this waiver of ADEA claims, and that this waiver of ADEA claims will become null and void if Executive elects revocation during that time. Any revocation must be in writing and must be received by the Company (delivered to its Chief Executive Officer)

during the seven-day revocation period. In the event that Executive exercises his right to revoke this Agreement, the Agreement shall be null and void and neither the Company nor Executive will have any rights or obligations under this Agreement and Executive will not be entitled to the benefits set forth in Section 3; and

(e) Nothing in this Agreement prevents or precludes Executive from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties or costs from doing so, unless specifically authorized by federal law.

7. **Waiver of Unknown Claims.** Executive acknowledges that, by signing this Agreement, he intends for the general release of claims in Section 5 above to extend to each and every Claim, demand and cause of action hereinabove specified (and that are not specifically excluded above), including but not limited to claims that are unknown or unsuspected by him. In so doing, Executive expressly acknowledges that he is knowingly waiving rights he may have under any applicable state, federal or local law that restricts the right of a person to waive unknown or unsuspected claims, including but not limited to California Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

8. **No Pending or Future Lawsuits.** Executive represents that he has no lawsuits, claims, or actions pending in his name, or on behalf of any other person or entity, against the Company or any of the Releasees. Executive also represents that he does not intend to bring any claims on his own behalf or on behalf of any other person or entity against the Company or any of the Releasees. Executive also agrees to opt out of any class or representative action and to take such other steps as he has the power to take to disassociate himself from any class or representative action seeking relief against the Company and/or any other Releasee regarding any of the matters released hereinabove.

9. **Cooperation.** Executive agrees to cooperate with the Company and its affiliates, including as may be reasonably necessary in the defense, prosecution or investigation of any actual or potential claim, demand, dispute, lawsuit, arbitration, subpoena, grievance or other legal proceeding (collectively "Disputes") initiated or

currently in progress by or against the Company or any of its affiliates; in connection with any audit of the Company's financial statements relating to a period of time he was employed by the Company; in connection with any ongoing activity related to, or resignations from, any boards of directors of the Company's subsidiaries of which Executive may be a member; and in connection with the orderly transition of his duties.

10. **Protected Rights.** Executive understands that nothing in this Agreement limits Executive's ability to file a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission or any other federal, state or local government agency or commission ("Government Agencies"). Executive further understands that this Agreement does not limit his ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. However, by signing this Agreement, Executive waives his right to recover individual relief based on any claims asserted in such a charge or complaint with the exception that this Agreement does not limit Executive's right to receive an award for information provided to any Government Agency authorized to provide monetary or other awards to eligible individuals who come forward with information that leads to an agency enforcement action. Notwithstanding anything to the contrary herein, consistent with the federal Defend Trade Secrets Act of 2016 ("DTSA"), nothing in this Agreement or the Confidentiality Agreement is intended to limit Executive's right (a) to disclose the Company's trade secrets in a confidential manner either to a federal, state or local government official or to an attorney where such disclosure is solely for the purpose of reporting or investigating a suspected violation of law, or (b) to disclose the Company's trade secrets in an anti-retaliation lawsuit or other legal proceeding, so long as that disclosure or filing is made under seal and Executive does not otherwise disclose such trade secrets, except pursuant to court order.

11. **No Admission of Liability.** Executive understands and acknowledges that this Agreement constitutes a compromise and settlement of any and all potential disputed claims as to the released matters set forth in Section 5 above. No action taken by the Company, either previously or in connection with this Agreement, shall be deemed or construed to be: (a) an admission of the truth or falsity of any potential claims; or (b) an acknowledgment or admission by the Company of any fault or liability whatsoever to Executive or to any third party.

12. **No Liens.** Executive represents and warrants that (a) he has the capacity to act on Executive's own behalf and on behalf of all who might claim through Executive

to bind them to the terms and conditions of this Agreement; and (b) there are no liens or claims of any lien or assignment in law or equity or otherwise of or against any of the claims released herein.

13. **Miscellaneous.**

13.1 **Governing Law.** This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California without regard to principles of conflict of laws.

13.2 **Amendments.** This Agreement may not be modified or amended except in a writing signed by an authorized officer of the Company and by Executive.

13.3 **No Waiver.** No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

13.4 **Severability.** To the extent any provision of this Agreement shall be invalid or unenforceable, it shall be considered deleted herefrom and the remainder of such provision and of this Agreement shall be unaffected and shall continue in full force and effect.

13.5 **Assignment and Successors.**

(a) This Agreement is personal to Executive and shall not be assignable by Executive. This Agreement shall be binding upon Executive's heirs, executors, administrators and other legal representatives.

(b) The Company may assign its rights and obligations under this Agreement, and this Agreement shall inure to the benefit of and be binding upon the Company and its respective successors and assigns. As used herein, "successor" and "assignee" shall include any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly acquires ownership of the Company or to which the Company assigns this Agreement by operation of law or otherwise.

13.6 **Tax Matters.** The Company and Executive intend that all payments made and benefits provided under this Agreement are either exempt from or comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, the

regulations and other guidance thereunder and any state law of similar effect (collectively "Section 409A") so that none of the payments or benefits will be subject to the adverse tax penalties imposed under Section 409A, and any ambiguities herein will be interpreted to be so exempt. The payments and benefits referenced and provided for in this Agreement are subject to all applicable withholding requirements. Except for the Company's withholding right, Executive will be solely responsible for any and all taxes that may be due with respect to the payments and benefits referenced and provided for in this Agreement.

13.7 **Entire Agreement.** This Agreement, together with the second paragraph of Section 10 of the Employment Agreement, the Indemnity Agreement, the Confidentiality Agreement, and the Consulting Agreement (together, the "Integrated Agreement"), embodies the entire agreement of the parties hereto respecting the matters within its scope and is an integrated agreement. The Integrated Agreement supersedes all prior or contemporaneous agreements of the parties hereto and that directly or indirectly bear upon the subject matter hereof. Any prior negotiations, correspondence, agreements, proposals or understandings relating to the subject matter hereof or of any portion of the Integrated Agreement shall be deemed to have been merged into the Integrated Agreement, and to the extent inconsistent with the Integrated Agreement, such negotiations, correspondence, agreements, proposals, or understandings shall be deemed to be of no force or effect. The Integrated Agreement is a fully integrated agreement. There are no representations, warranties, or agreements, whether express or implied, or oral or written, with respect to the subject matter hereof, except as expressly set forth in the Integrated Agreement. Any written agreement evidencing an equity award previously granted by the Company to Executive is outside of the scope of the integration provisions of the preceding paragraph as to the terms and conditions of the award evidenced by such agreement, as modified by the Consulting Agreement.

13.8 **Interpretation.** Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter.

13.9 **Review of Agreement.** Each party recognizes that this is a legally binding contract and acknowledges and agrees that it or he, as the case may be, party has had the opportunity to consult with legal counsel of its or his own choice. Each party has cooperated in the drafting, negotiation and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against either party on the basis of that party being the drafter of such language. Executive specifically agrees and acknowledges that he has read and understands this Agreement, is entering into it freely and voluntarily, and has been advised to seek

counsel prior to entering into this Agreement and has had ample opportunity to do so.

13.10 **Notices.** All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed electronic transmission (including e-mail) if sent during normal business hours of the recipient, if not, then on the next business day; (iii) two days after being sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent: (x) if to the Company, to the Company at the address of its principal executive offices and to the attention of its Chief Executive Officer, (y) if to Executive, to Executive at his last address as reflected in the Company's payroll records, or (z) in either case, at such other address as such party may designate by ten days advance written notice to the other party hereto.

13.11 **Supplementary Documents.** All parties agree to cooperate fully and to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force to the basic terms and intent of this Agreement and which are not inconsistent with its terms.

13.12 **Headings; Construction.** The section and paragraph headings and titles contained in this Agreement are inserted for convenience only, and they neither form a part of this Agreement nor are they to be used in the construction or interpretation of this Agreement. Where the context requires, the singular shall include the plural, the plural shall include the singular, and any gender shall include all other genders and the neutral. Where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates.

13.13 **Counterparts.** This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned. Either party may execute this letter agreement by signing on the designated signature block below, and by transmitting such signature page via facsimile or e-mail (via PDF format) to the other party. Any signature made and transmitted by facsimile or e-mail (via PDF format) for the purpose of executing this letter agreement shall be deemed an original signature for purposes of this letter agreement, and shall be binding upon the party transmitting its or his signature by facsimile or e-mail (via PDF format).

LEGAL ADDRESSES AND BANKING DETAILS OF THE PARTIES
