



## Adobe Sales Order (System)

**Customer** THE TEXAS A&M UNIVERSITY SYSTEM  
**Deal Registration ID** DR3127026  
**Currency** USD

### Adobe Inc.

#### Products and Services Pricing Detail:

#### Creative Cloud, Document Cloud and Software

Except for perpetual licenses, the License Term of the Products and Services and any applicable Support commences on the later of Products and Services delivery or the identified start date. The end date of the License Term of the Products and Services and any applicable Support is the later of the amount of months comprising the identified License Term or the identified end date. The dates below only represent best estimates of the start and end dates of the License Term. "Support" services for the Products and Services are described at <https://helpx.adobe.com/support/programs/support-policies-terms-conditions.html>.

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	License Term Start Date	License Term End Date	Unit Price	Total Fees
01	65273074	Acrobat Pro DC (LABS/CLASSROOMS)	Advance   Annually - In	2,500	Enterprise-Wide	6 October 2022	5 October 2025	0.00	0.00
02	65286687	Acrobat Pro DC (100% F/S FTE)	Advance   Annually - In	3,291	Enterprise-Wide	6 October 2022	5 October 2025	18.15	179,194.95
03	65297410	Shared Device License HED	Advance   Annually - In	10,000	Enterprise-Wide	6 October 2022	5 October 2025	0.00	0.00
04	65313790	All Apps, Pro for Higher EDU Students (250 Students minimum per school)	Advance   Annually - In	750	Each USER Per Year	6 October 2022	5 October 2025	93.50	210,375.00
05	65313790	All Apps, Pro for Higher EDU Students (100% Students)	Advance   Annually - In	12,109	Each USER Per Year	6 October 2022	5 October 2025	27.30	991,727.10
06	65313789	All Apps, Pro HED Faculty/Staff (100% F/S FTE)	Advance   Annually - In	16,225	Enterprise-Wide	6 October 2022	5 October 2025	59.29	2,885,940.75
07	65313789	All Apps, Pro HED Faculty/Staff (100% F/S FTE)	Advance   Annually - In	1,000	Enterprise-Wide	6 October 2022	5 October 2025	42.90	128,700.00
08	65291298	Captivate	Advance   Annually - In	7	Each USER Per Year	6 October 2022	5 October 2025	100.00	2,100.00
09	65291612	Framemaker	Advance   Annually - In	20.00	Each USER Per Year	6 October 2022	5 October 2025	125.00	7,500.00

Creative Cloud, Document Cloud and Software: 4,405,537.80

- 01 Acrobat Pro DC (LABS/CLASSROOMS):  
This product consists solely of On-premise Software.
- 02 Acrobat Pro DC:  
This product has both On-premise Software and access to On-demand Services.

- 03 Shared Device License HED:  
This product is On-premise Software for use solely in Customer’s shared device environments. Users may only access On-demand Services in such shared device environments through User’s unique login ID, which must be obtained under separate license from Adobe. Users may only access On-demand Services in accordance with the terms of this Agreement. When Users access the Products and Services on shared devices, Customer is solely responsible for (1) establishing policies, practices, and controls to ensure that each User logs out of his or her Adobe account at the end of a usage session on a shared device; and (2) any unauthorized use of a User’s Adobe account resulting from such User’s failure to log out of his or her Adobe account or other accounts at the end of a usage session on a shared device.
  
- 04-05 All Apps, Pro for Higher EDU Students:  
This product includes all Creative Cloud On-premise Software, Acrobat Pro, access to all Creative Cloud On-demand Services, and access to the Adobe Stock On-demand Services. For clarity, Students are “Users” as defined in the Agreement. The Pro Images licensed under this Sales Order are delivered under the special terms for Pro Images in the Adobe Stock PSLT, except that the Pro Images license in the PSLT (section 7.2(A) of the PSLT version: Adobe Stock 2020v2) is replaced with the following: Pro Images are licensed under an Education License and not under the Works Extended License set forth in section 3.2 of the Adobe Stock PSLT. “Education License” means, for Students, that, subject to the restrictions in the Agreement, Adobe grants Customer the non-exclusive, perpetual (only for the specific uses of the Pro Images that Customer has used prior to the end of the License Term, including the Grace Period as applicable), worldwide, non-transferable, non-sublicensable license to allow Students to access the Adobe Stock On-demand Services and to license, use, reproduce, archive, modify, and display the Pro Images, in all media, solely in connection with Enterprise-approved Student activities, and not for any other purpose. Enterprise-approved Student activities include, for example, activities related to Student coursework at the Enterprise.
  
- 06-07 All Apps, Pro HED Faculty/Staff:  
This product includes all Creative Cloud On-premise Software, Acrobat Pro, access to all Creative Cloud On-demand Services, and access to the Adobe Stock On-demand Services. For clarity, Faculty Members and Staff Members are “Users” as defined in the Agreement. The Pro Images licensed under this Sales Order are delivered under the special terms for Pro Images in the Adobe Stock PSLT, except that the Pro Images license in the PSLT (section 7.2(A) of the PSLT version: Adobe Stock 2020v2) is replaced with the following: Pro Images are licensed under an Education License and not under the Works Extended License set forth in section 3.2 of the Adobe Stock PSLT. “Education License” means, for Faculty Members and Staff Members, that, subject to the restrictions in the Agreement, Adobe grants Customer the non-exclusive, perpetual (only for the specific uses of the Pro Images that Customer has used prior to the end of the License Term, including the Grace Period as applicable), worldwide, non-transferable, non-sublicensable license to allow Faculty Members and Staff Members to access the Adobe Stock On-demand Services and to license, use, reproduce, archive, modify, and display the Pro Images, in all media, for: (a) advertising, marketing, promotional, and decoration purposes related solely to the Enterprise; and (b) professional and academic activities related solely to the Enterprise, and not for any other purpose. For clarity, Customer may distribute marketing and promotional materials, internal presentations, decorations, and digital productions that display or incorporate the Pro Images solely for the benefit of the Enterprise.
  
- 08 Captivate:  
This product is primarily On-premise Software, with limited On-demand Services to support license management.
  
- 09 Framemaker:  
This product is primarily On-premise Software, with limited On-demand Services to support license management.

**Adobe On-demand Services**

Except as otherwise specified in this Sales Order, these On-demand Services terminate on the identified License Term End Date. Support Services are described at: <https://helpx.adobe.com/support/programs/support-policies-terms-conditions.html>.

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	License Term Start Date	License Term End Date
10	65310024	Acrobat Sign for ent ProSvc Subs:TRN	Advance   Annually - In	30,500	Each Transaction Per Year	6 October 2022	5 October 2025

- 10 Acrobat Sign for ent ProSvc Subs:TRN:  
Each twelve-month period during the License Term constitutes one “Year”. For the initial Year, the “Transaction Limit” is set as the Quantity of Transactions set forth in the table above. For each Year thereafter, the “Transaction Limit” will be set as the greater of (i) the prior Year’s Transaction Limit or (ii) the actual number of Transactions processed by Customer during the prior Year. Each Year, Customer may process Transactions up to the applicable Transaction Limit. Unused Transactions expire at the end of each Year and do not carry over to the next Year. If Customer exceeds the Transaction Limit as tracked and recorded within the On-demand Service administrative console, Adobe will issue a quote to Customer (or reseller, if applicable) for the overage amount and Customer will submit a corresponding purchase order to Adobe (or reseller, if applicable) to facilitate an invoice from Adobe. Adobe will invoice Customer for the excess number of Transactions at a rate of \$1.45 per Transaction. For example, in Year one, Customer’s Transaction Limit is 100 Transactions, but Customer processed 250 Transactions. For Year two, Customer’s new Transaction Limit is 250 Transactions (instead of 100), and Adobe will invoice Customer for 250 Transactions for Year two as well as for the excess 150 Transactions processed in Year one. The dates set forth in the pricing table represent the best estimate of the License Term Start Date and License Term End Date, but Adobe will adjust such dates based on the actual delivery date of login credentials to access the Service. Lines 10 and 11 have a combined Total End User Fee of \$110,623.50.

Customer's Affiliate, Texas A&M University, agrees to abide by the terms of the attached Business Associate Agreement, and the terms of the Agreement, including the HIPAA configuration guide attached to it.

## Adobe Professional Services

Customer will be responsible for all reasonable travel expenses, hotel accommodations, and any other out of pocket expenses properly and reasonably incurred by Adobe in connection with the Services that are pre-approved by Customer (unless otherwise provided in this Sales Order). Such expenses will be charged to Customer at cost, provided that any such reimbursement shall not exceed the amounts and types approved for employee reimbursement pursuant to and in accordance with State of Texas Travel Reimbursement Guide available at <https://fmx.cpa.state.tx.us/fmx/travel/texttravel/index.php>. Adobe must provide invoices or receipts to initiate payment for reimbursable expenses. Adobe will provide the Professional Services on a mutually agreeable schedule but in no event sooner than the identified start date. These Professional Services terminate on the identified end date and will not renew.

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	Start Date	End Date
11	65310023	Acrobat Sign for ent ProSvc Subs:SVCS T1	Advance   Annually - In	1	Each Per Year	6 October 2022	5 October 2025

11 Acrobat Sign for ent ProSvc Subs:SVCS T1:  
 Adobe Sign Professional Services Subscription includes expert advice to guide implementation, configuration, integration, administration, onboarding of use cases, and usage of Adobe Sign during the License Term. These Professional Services may include the services as described in the SOW at <https://www.adobe.com/content/dam/cc/en/legal/terms/enterprise/pdfs/SOW-ProfessionalServicesSubscription-Tiers-1-3-2022JAN27.pdf>. Customer and Adobe will jointly define the schedule for the delivery of the Professional Services defined in this SOW. In addition, Adobe and Customer will meet at mutually agreeable intervals to refine this schedule based on Customer priorities. Adobe will exercise its discretion on the most optimal set of services to support Customer's objectives. Adobe may require up-to four business weeks to schedule the delivery of the requested services. Customer will receive the Professional Services for only one service request at a time. Adobe will perform Professional Services remotely unless stated otherwise in this Sales Order. If Customer requests that any Professional Services be delivered on-site at Customer's premises, Customer will reimburse Adobe for any incurred travel related expenses that are pre-approved by Customer. The dates set forth in the pricing table represent the best estimate of the License Term Start Date and License Term End Date, but Adobe will adjust such dates based on the actual delivery date of login credentials to access the Service. Lines 10 and 11 have a combined Total End User Fee of \$110,623.50.

## Summary of Fees

	Worldwide
Year One Fees	1,505,387.10
Year Two Fees	1,505,387.10
Year Three Fees	1,505,387.10
<b>TOTAL</b>	<b>4,516,161.30</b>

## Sales Order Terms and Conditions

1. All Products and Services are provided under the Adobe Enterprise Licensing Terms, consisting of the attached General Terms and the attached Product Specific Licensing Terms (collectively with this Sales Order, the "Agreement"). Adobe and Customer's Affiliate, Texas A&M University, agree to abide by the terms of the attached Business Associate Agreement; Customer's Affiliate, Texas A&M University, also agrees to follow the HIPAA configuration instructions with respect to Adobe Sign at <https://helpx.adobe.com/sign/using/adobesign-hipaa-settings.html>.
2. Customer agrees to purchase the Products and Services set out in the Products and Services Pricing Detail section. All pricing and discounts described in this Sales Order are contingent upon Customer's execution and return of this Sales Order no later than 4 October 2022 (unless countersigned by Adobe). For those Products and Services identified as being licensed on an "Enterprise-Wide" basis in the Products and Services Pricing Details section of the Sales Order, Adobe will fulfill its obligations under the Agreement to each Affiliate of Customer that uses the Products or Services as if such Affiliate is the "Customer" under the Agreement.
3. Adobe will issue invoices for all fees annually in advance and in accordance with the billing cycle noted in the Products and Services Pricing Detail section. Payment terms are net 30 days from the date of invoice. Customer's payment shall be made in accordance with Chapter 2251, Texas Government Code (the "Texas Prompt Payment Act"), which shall govern remittance of payment and remedies for late payment and non-payment.
4. The following capitalized terms are defined as follows:
  - (A) "Enterprise" means the entirety of Customer's organization, including its Affiliates that meet the education eligibility criteria for Adobe's education programs described at <https://helpx.adobe.com/enterprise/using/primary-and-secondary-institution-eligibility-guidelines.html> (for primary or secondary educational institutions) or [https://www.adobe.com/mt/offer-terms/education\\_institution\\_eligibility.html](https://www.adobe.com/mt/offer-terms/education_institution_eligibility.html) (for postsecondary educational institutions), but excludes any divested entities. More specifically, Customer's "Enterprise" includes all Texas A&M University System Institutions listed in Exhibit A attached hereto, but specifically excludes Customer's organization and operations within certain nations that have service or functionality limitations as identified in the applicable PSLT.
  - (B) "FTE" means the number of full-time Faculty Members + (number of part-time Faculty Members ÷ 3) + number of full-time Staff Members + (number of part-time Staff Members ÷ 2).
  - (C) "Faculty Member" means a then-current employee or independent contractor of the Enterprise whose primary job duties consist of providing educational instruction to students.
  - (D) "Staff Member" means a then-current employee of the Enterprise that provides administrative support to the Enterprise's educational operations.
  - (E) "Student" means an individual enrolled part-time or full-time in a degree-granting program or an academic course of study conducted by Enterprise.
5. FERPA Compliance. To the extent that Adobe creates, accesses, receives or maintains records that are subject to FERPA on behalf of Customer or an Affiliate, Adobe is hereby designated as a "school official" with a "legitimate educational interest" as those terms are defined under FERPA and its implementing regulations, and Adobe agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on "school officials".
6. Firearm Entities and Trade Associations Discrimination. Adobe verifies that: (1) it does not, and will not for the duration of the Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas

Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, Adobe shall promptly notify Customer.

7. Energy Company Boycotts. Adobe represents and warrants that: (1) it does not, and will not for the duration of the Agreement, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, Adobe shall promptly notify Customer.
8. Buy Texas. Adobe agrees that in accordance with Section 2155.4441, Texas Government Code, in performing its duties and obligations under this Agreement, Adobe will purchase products and materials produced in Texas when such products and materials are available at a price and time comparable to products and materials produced outside of Texas.
9. Certification Regarding Business with Certain Countries and Organizations. Adobe represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, Texas Government Code. Adobe acknowledges this Agreement may be terminated immediately if this certification is inaccurate.
10. Certification Regarding Boycotting Israel. Pursuant to Chapter 2271, Texas Government Code, Adobe certifies that, during the Term of this Agreement, it does not and will not boycott Israel. Adobe acknowledges this Agreement may be terminated immediately if this certification is inaccurate.
11. Prohibited Agreements. Adobe recognizes that as a state agency, Customer may not award contracts as outlined below.
  - (A) Compensation for Preparing Bids. Customer cannot award a contract if such contract includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. Under Section 2155.004, Texas Government Code, Adobe certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
  - (B) Disaster Related Contracts. Customer cannot award a contract if such contract involves financial participation by a person who, during the previous five years, has been convicted of violating federal law or assessed a penalty in a federal, civil, or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, Hurricane Katrina or any other disaster occurring after September 24, 2005. Under Section 2155.006, Texas Government Code, Adobe certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
  - (C) Involvement in Human Trafficking. Customer cannot award a contract if such contract includes financial participation by a person, who, during the five-year period preceding the date of the contract, has been convicted of any offense related to the direct support or promotion of human trafficking. Under Section 2155.0061, Texas Government Code, Adobe certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
12. Dispute Resolution. To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Customer and Adobe to attempt to resolve any claim for breach of contract made by Adobe that cannot be resolved in the ordinary course of business. Adobe shall submit written notice of a claim of breach of contract under this Chapter to the Deputy Chancellor and Chief Financial Officer of Customer, who shall examine Adobe's claim and any counterclaim and negotiate with Adobe in an effort to resolve the claim. This provision and nothing in this Agreement waives Customer's sovereign immunity to suit or liability and Customer has not waived its right to seek redress in the courts.

13. **HUB Subcontracting.** It is the policy of the state of Texas and Customer to encourage the use of Historically Underutilized Businesses (“HUB”) in contracts, purchasing transactions and through subcontracting opportunities. The goal of the HUB program is to promote equal access and equal opportunity to HUB vendors in Customer contracting and purchasing. Adobe will use good faith efforts to subcontract work performed under this Agreement in accordance with the HUB subcontracting plan attached hereto as Exhibit B (“HSP”). Except as specifically provided in the HSP, Adobe will not subcontract any of its duties or obligations under this Agreement, in whole or in part. Furthermore, Adobe will comply with all of its duties and obligations under Section 20.285 of the Texas Administrative Code.
14. **Public Information Act.** Adobe acknowledges that Customer is obligated to strictly comply with the Texas Public Information Act, Chapter 552, Texas Government Code (the “PIA”), in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon Customer’s written request, Adobe will promptly provide specified public information exchanged or created under this Agreement for or on behalf of Customer to Customer in a non-proprietary format acceptable to Customer that is accessible by the public. Vendor acknowledges that Customer may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and Vendor agrees that this Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.
15. **Cloud Computing Services.** As of the Effective Date, Adobe represents and warrants that it complies with the then-current requirements of the risk and authorization management program established by the Texas Department of Information Resources (“TX-RAMP”) with respect to the “cloud computing services” (as such term is defined in Section 2054.0593(a) of the Texas Government Code, which does not include the cloud storage made available with Creative Cloud) acquired by Customer under this Agreement. Pursuant to Section 2054.0593, Texas Government Code, Adobe shall maintain TX-RAMP compliance and certification, as may be amended from time to time, throughout the Term, including any Renewal Term. Adobe shall provide Customer with evidence of its TX-RAMP compliance and certification within thirty (30) days of Customer’s request and at least thirty (30) days prior to the start of any Renewal Term. In the event that Adobe fails to maintain TX-RAMP compliance and certification throughout the Term, including any Renewal Term, Customer may immediately terminate this Agreement, and Adobe will provide a refund to Customer of any unused prepaid fees.
16. **Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The Texas Family Code requires the following statement be included in this Agreement, which is certified by the signatory of the vendor hereto: “Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”
17. **Loss of Funding.** Performance by Customer under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”). If the Legislature fails to appropriate or allot the necessary funds, Customer will issue written notice to Adobe and Customer may terminate this Agreement without further duty or obligation hereunder. Adobe acknowledges that appropriation of funds is beyond the control of Customer. In the event of a termination or cancellation under this Section, Customer will not be liable to Adobe for any damages that are caused or associated with such termination or cancellation.
18. **Payment of Debt or Delinquency to the State.** Pursuant to Section 2252.903, Texas Government Code, Adobe

agrees that any payments owing to Adobe under this Agreement may be applied directly toward certain debts or delinquencies that Adobe owes the state of Texas or any agency of the state of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

19. **State Auditor's Office Right to Audit.** Adobe understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. Adobe agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Adobe will include this provision in all contracts with permitted subcontractors.
20. **Not Eligible for Rehire.** Adobe is responsible for ensuring that its employees involved in any work being performed for Customer under this Agreement have not been designated as "Not Eligible for Rehire" as defined in the Texas A&M University System policy 32.02, Discipline and Dismissal of Employees, Section 4 ("NEFR Employee"). In the event Customer becomes aware that Adobe has a NEFR Employee involved in any work being performed under this Agreement, Customer will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by Customer.
21. **Limitations.** As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of Customer to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on Customer's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Terms and conditions related to the Limitations will not be binding on Customer except to the extent authorized by the Constitution and the laws of the state of Texas. Neither the execution of this Agreement by Customer nor any other conduct, action, or inaction of any representative of Customer relating to this Agreement constitutes or is intended to constitute a waiver of Customer's or the state's sovereign immunity.
22. **Amendment.** The Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both Parties.
23. **Insurance.**

While performing services during the Agreement term, Adobe will maintain, pay for, and keep in force the following insurance with a company or companies having A.M. Best ratings of not less than A- VII:

- (a) Statutory Workers' Compensation covering applicable state and local requirements, employer's liability with a limit of USD \$1,000,000 for claims arising from each accident and a waiver of subrogation in favor of Customer, its officers, directors, and employees when loss or damage is a direct result of Adobe.
- (b) Commercial General/Public Liability, written on an occurrence basis, including coverage for completed operations, products liability, personal injury, property damage, advertising injury, independent contractors, and contractual liability, with a limit of USD \$1,000,000 per occurrence and USD \$2,000,000 annual aggregate. The Texas A&M University System Board of Regents ("Board of Regents") and The Texas A&M University System ("A&M System") will be included as an additional insured; a waiver of subrogation shall apply in favor of the additional insured; and coverage will be primary and non-contributory when loss or damage is a direct result of Adobe.
- (c) Business Automobile Liability, if applicable, covering Adobe owned/leased/borrowed vehicles operated by Adobe while on Customer's property and used pursuant to Adobe's performance of this Agreement

with a combined single limit of USD \$1,000,000 per occurrence/aggregate.

- (d) Technology based Professional Liability (errors & omissions) and Computer/Network Security & Privacy Liability (aka cyber) with a limit of USD \$5,000,000 per claim and in aggregate providing coverage where permissible by law for Adobe's errors, omissions, negligence or damages in rendering or failing to render computer or information technology services and technology products and/or from (a) data theft and/or loss of confidential information, (b) unauthorized dissemination and/or unauthorized disclosure and/or unauthorized access or use of non-public personally identifiable information, confidential non-public corporate information, (c) credit monitoring, notification expenses, and other related costs associated with mitigating a data security or privacy breach, (d) the failure to prevent the introduction of a computer virus into, or otherwise causing damage to Customer's computer, computer system, network or similar computer-related property and the electronic data used thereon, and (e) denial of service arising from Adobe's performance of services under the Agreement;
- a. Crime/Employee Dishonesty insurance with a limit of USD \$2,000,000 per loss discovered protecting against liabilities arising out of the dishonesty of Adobe's employees or for the loss of Customer's tangible assets, or that of their customers, when such tangible assets are in the sole care, custody, or control of Adobe.
  - b. Umbrella Liability insurance with a limit of USD \$5,000,000 per occurrence/aggregate in excess of the insurance coverage described in subsections 1.1, 1.2, and 1.3 above and is follow form.
  - c. Adobe will furnish ACORD certificates of insurance and copies of blanket endorsements evidencing the required insurances above prior to the execution and delivery of this Agreement and prior to the performance of any services by Adobe under this Agreement. Adobe shall continue to provide ACORD certificates of insurance throughout the Term of this Agreement verifying the continued existence of the required insurances herein no later than thirty (30) days after each annual insurance policy renewal.
  - d. Adobe will endeavor to provide Customer thirty (30) days written notice of cancellation by the insurer of any policy of insurance required herein.
- (e) Maintenance of the insurance required herein will not relieve Adobe of any other obligations under this Agreement, including liability.
24. For those Products and Services in Line 02 identified as being licensed on an "Enterprise Wide" basis in the Products and Services Pricing Details, Customer may: (a) permit each Faculty Member and Staff Member to activate a copy of the On-premise Software associated with the Product and Service on up to two Computers which may be accessed by such Faculty Member or Staff Member using a unique log-in identifier; and (b) install a copy of the On-premise Software on any Enterprise-owned Computer located in computer labs and classrooms for use by Students, Faculty Members and Staff Members without the need for a unique log-in identifier. Customer represents and warrants that as of the Effective Date, (i) the current FTE Count of the participating institutions is 3,291; (ii) a non-binding estimate of Computers located in computer labs and classrooms on which Customer intends to install the Products and Services is 2,500; and (iii) a non-binding estimate of Faculty Members and Staff Members that Customer intends to authorize as Users of the Products and Services is 3,291. If Customer's FTE Count increases by 5% or more from the last established FTE Count ("Growth Event"), then Customer must notify Adobe in writing within 14 days. Adobe will invoice Customer for the additional license fees based on the unit price of the Products and Services set forth in the Products and Services Pricing Detail and pro-rated through the end of the then current License Term.
25. For those Products and Services in Lines 06 and 07 identified as being licensed on an "Enterprise Wide" basis in the Products and Services Pricing Details, Customer may: (a) permit each Faculty Member and Staff Member to activate a copy of the On-premise Software associated with the Product and Service on up to two Computers which may be accessed by such Faculty Member or Staff Member using a unique log-in identifier; and (b) install a copy of the On-premise Software on any Enterprise-owned Computer located in computer labs and classrooms for use by Students, Faculty Members and Staff Members without the need for a unique log-in identifier. Customer represents and warrants that as of the Effective Date, (i) the current FTE Count of the



participating institutions is 17,225; (ii) a non-binding estimate of Computers located in computer labs and classrooms on which Customer intends to install the Products and Services is 10,000; and (iii) a non-binding estimate of Faculty Members and Staff Members that Customer intends to authorize as Users of the Products and Services is 17,225. If Customer’s FTE Count increases by 5% or more from the last established FTE Count (“Growth Event”), then Customer must notify Adobe in writing within 14 days. Adobe will invoice Customer for the additional license fees based on the unit price of the Products and Services set forth in the Products and Services Pricing Detail and pro-rated through the end of the then current License Term.

26. (A) Deployment. Customer may Deploy the quantity of Products and Services in accordance with the license metric specified within the Products and Services Pricing Detail throughout its Enterprise. “Deploy” means to make a license available for Products and Services to a User or Computer, as applicable, regardless of whether the license was accessed by a User or not. If an individual ceases to be an employee or contractor of Customer during the License Term or no longer needs to use a Product or Service, and Customer de-installs the Product or Service from the Computer of that employee or contractor, a different employee or contractor may then use a new unique identifier without being deemed an additional User.

(B) Annual True-Up Report. Using the form found at [www.adobe.com/go/trueup](http://www.adobe.com/go/trueup), Customer must report any Annual Average Over-Deployment Count (defined below) for the Products and Services. During the License Term, Customer must send the report to Adobe not later than 14 days before each anniversary of the License Term Start Date, including for Deployments added during the last year of the License Term.

(C) Calculating Annual Average Over-Deployment Count. For each Month during the License Term, Customer will track Deployment in excess of the purchased quantity (“Baseline”), including the highest total number of licenses over-Deployed on any given day during the Month (the “Monthly High-Water Mark”), if any. “Month” means a calendar monthly period commencing upon the applicable License Term Start Date (e.g., January 15 through February 14, February 15 through March 14, etc.); note, Months may vary in actual number of calendar days. “Annual Average Over-Deployment Count” means a license count calculated by (i) summing up the Monthly High-Water Mark for each of the 12 Months of the applicable annual term (the Monthly High-Water Mark of the 12<sup>th</sup> Month is determined as the equivalent of the Monthly High-Water Mark of the 11<sup>th</sup> Month), and (ii) dividing the sum by 12.

(D) True-Up Fees. Customer will be billed in arrears 100% of the true-up fees for each Annual Average Over-Deployment Count identified in the true-up report, payable according to the payment terms in the Sales Order. For subsequent annual periods remaining under the License Term, the Baseline will be increased to reflect any Annual Average Over-Deployment Count reported in the previous 12 Months and the Customer will be billed for the increase in Baseline license count at the true-up fees rate. True-up fees for the purchase of additional licenses will be:

Adobe Products and Services	Unit Price
Captivate	100.00

27. (A) Deployment. Customer may Deploy the quantity of Products and Services for use by Students in accordance with the license metric specified within the Products and Services Pricing Detail throughout its Enterprise. “Deploy” means to make a license available for Products and Services to a User, Student, or Computer, as applicable, regardless of whether or not the license was accessed by a User or Student. A Student may use the Products and Services on one non-Enterprise owned Computer which may be accessed by such Student using a unique log-in identifier. If an individual ceases to be a Student during the License Term, such individual must de-install its copy of the Products and Services and cease usage.

(B) Annual True-Up Report. Using the form found at [www.adobe.com/go/trueup](http://www.adobe.com/go/trueup), Customer must report any Annual Average Over-Deployment Count (defined below) for the Products and Services. During the License Term, Customer must send the report to Adobe not later than 14 days before each anniversary of the License Term Start Date, including for Deployments added during the last year of the License Term.

(C) Calculating Annual Average Over-Deployment Count. For each Month during the License Term, Customer will track Deployment in excess of the purchased quantity (“Baseline”), including the highest total number of licenses over-Deployed on any given day during the Month (the “Monthly High-Water Mark”), if any. “Month” means a calendar monthly period commencing upon the applicable License Term Start Date (e.g., January 15 through February 14, February 15 through March 14, etc.); note, Months may vary in actual number of calendar days. “Annual Average Over-Deployment Count” means a license count calculated by (i) summing up the Monthly High-Water Mark for each of the 12 Months of the applicable annual term (the Monthly High-Water Mark of the 12<sup>th</sup> Month is determined as the equivalent of the Monthly High-Water Mark of the 11<sup>th</sup> Month), and (ii) dividing the sum by 12.

(D) True-Up Fees. Customer will be billed in arrears 100% of the true-up fees for each Annual Average Over-Deployment Count identified in the true-up report, payable according to the payment terms in the Sales Order. For subsequent annual periods remaining under the License Term, the Baseline will be increased to reflect any Annual Average Over-Deployment Count reported in the previous 12 Months and the Customer will be billed for the increase in Baseline license count at the true-up fees rate.

Adobe Products and Services	Unit Price
All Apps, Pro for Higher EDU Students – 250 Students min. per school	93.50
All Apps, Pro for Higher EDU Students – 100% Students	27.30

- a. Within 30 days of each anniversary of the License Term, Customer and Adobe may enter into a written addendum to this Sales Order to permit: (a) a new Institution to participate in the Enterprise; (b) Institutions to purchase license rights for its Students; and (c) Institutions to purchase Adobe Products and Services other than those on its current sales order with Customer. Such additional license purchases will commence on an anniversary of the commencement of the License Term and extend through the remainder of the License Term. The applicable rates are:

Adobe Products and Services	Unit Price
Acrobat Pro DC – 100% F/S FTE	18.15
All Apps, Pro HED Faculty/Staff – 100% F/S FTE	59.29

All Apps, Pro HED Faculty/Staff – 100% F/S FTE	42.90
Captivate	100.00
All Apps, Pro for Higher EDU Students – 250 Students min. per school	93.50
All Apps, Pro for Higher EDU Students – 100% Students	27.30
Acrobat Sign Transactions with ProSvc	1.45
Framemaker	125.00

By signing below, each Party acknowledges that it has carefully read and fully understands this Agreement and each agrees to be bound by this Agreement. This Agreement becomes effective upon the date of the last signature below (the "Effective Date"). Each Party represents that the individual signing this Agreement has the authority to bind the respective Party to the terms of this Agreement.

**THE TEXAS A& M UNIVERSITY SYSTEM**  
MOORE/CONNALLY BUILDING, 301 TARROW STREET STE 721,  
COLLEGE STATION, TX 77840-7896 UNITED STATES

Authorized Signature *[Signature]* *JD 9-30-2022*  
Print Name Billy Hamilton  
Title Deputy Chancellor & CFO  
Date 9/30/2022

Purchase Order Number :  
ECC ID Number: 0001508678

**Adobe Inc.**  
345 Park Avenue  
San Jose, CA 95110-2704 USA  
*[Signature]*  
Garrett Holbrook (Oct 3, 2022 16:05 MDT)  
Authorized Signature  
Garrett Holbrook  
Print Name  
Director Technical Revenue Ops  
Title  
Oct 3, 2022  
Date

**Adobe Systems Software Ireland Limited**  
4-6 Riverwalk, City West Business Campus, Dublin 24  
Ireland  
*[Signature]*  
Erika Burkett (Oct 4, 2022 07:18 GMT+1)  
Authorized Signature  
Erika Burkett  
Print Name  
Manager, Order Management  
Title  
Oct 4, 2022  
Date

**Worldwide:**

<b>End User :</b> 1508678	<b>Bill-To:</b> 0001508678	<b>Deploy-To :</b>
THE TEXAS A&M UNIVERSITY SYSTEM MOORE/CONNALLY BUILDING 301 TARROW STREET STE 721 COLLEGE STATION, TX, 77840-7896 UNITED STATES	THE TEXAS A&M UNIVERSITY SYSTEM MOORE/CONNALLY BUILDING 301 TARROW STREET STE 721 COLLEGE STATION, TX, 77840-7896 UNITED STATES	THE TEXAS A&M UNIVERSITY SYSTEM MOORE/CONNALLY BUILDING 301 TARROW STREET STE 721 COLLEGE STATION, TX, 77840-7896 UNITED STATES
	Invoicing Contact Name: System Vouchers Contact Email: SystemVouchers@tamus.edu	Customer Admin Name: Mark Stone Contact Email: <a href="mailto:SOProurement@tamus.edu">SOProurement@tamus.edu</a>

**Instructions for Signed Agreements:**

<http://www.images.adobe.com/content/dam/acom/en/legal/terms/enterprise/pdfs/Instruction-for-Adobe-SignedAgreements-EN.pdf>

**Exhibit A**

1. The Texas A&M University System Institutions eligible to participate under this Agreement:

- Texas A&M University
- Prairie View A&M University
- Texas A&M University-Commerce
- Tarleton State University
- West Texas A&M University
- Texas A&M University-Kingsville
- Texas A&M University-Corpus Christi
- Texas A&M International University
- Texas A&M University-Texarkana
- Texas A&M University-Central Texas
- Texas A&M University-San Antonio
- Texas A&M AgriLife Research
- Texas A&M Engineering Experiment Station
- Texas A&M Forest Service
- Texas A&M AgriLife Extension Service
- Texas A&M Engineering Extension Service
- Texas A&M Transportation Institute
- Texas A&M Veterinary Medical Diagnostic Laboratory
- Texas Division of Emergency Management

2. The FTE count for the Texas A&M University System Institutions as of the Effective Date:

<b>Participating Institution/Departments</b>	<b>FTE</b>
Prairie View A&M University	805
Tarleton State University	1,143
Texas A&M University at Galveston	287
Texas A&M University – Corpus Christi	1,361
Texas A&M University – San Antonio	747
Texas A&M Engineering Extension Service	550
Texas A&M Transportation Institute, NIS	450
Texas A&M University at Qatar	500
Texas A&M University at College Station	9,358
Texas A&M University System Offices	486
Texas A&M University – Central Texas	324
West Texas A&M University	850
Texas A&M Forest Service	550
Texas A&M University Health Science Center, College of Medicine	518
Texas A&M International University	956
Texas Division of Emergency Management	350
Texas A&M University - Texarkana	281
Texas A&M University-Commerce	1,000
<b>TOTAL FTE:</b>	<b>20,516</b>

**GENERAL TERMS (2017v1)****1. DEFINITIONS**

- 1.1 **"Adobe"** means one or both of the following:
- (A) If the Products and Services are licensed in the United States, Canada, Mexico, United States territories and possessions, and United States military bases wherever located: Adobe Inc., located in San Jose, California.
  - (B) If the Products and Services are licensed in all other countries: Adobe Systems Software Ireland Limited, located in Ireland.
- 1.2 **"Adobe Partner"** means an entity that is appointed by Adobe to process orders from end users, or a reseller of Products and Services to end users.
- 1.3 **"Adobe Technology"** means technology owned by Adobe or licensed to Adobe by a third party (including the Products and Services, Reports, software tools, algorithms, software (in source and object forms), user interface designs, architecture, toolkits, plug-ins, objects and Documentation, network designs, processes, know-how, methodologies, trade secrets, and any related intellectual property rights throughout the world), and suggestions made to Adobe that are incorporated into any of the foregoing (which will be deemed assigned to Adobe), as well as any of the derivatives, modifications, improvements, enhancements, or extensions of the above, whenever developed.
- 1.4 **"Affiliate"** means, for a Party, any other entity that controls, is controlled by, or under common control with, the Party. For the purposes of this definition, the term "control" means the direct or indirect power to direct the affairs of the other entity through at least 50% of the shares, voting rights, participation, or economic interest in this entity.
- 1.5 **"Agreement"** means these General Terms, the applicable Product Specific Licensing Terms, and the Sales Order.
- 1.6 **"Claim"** means a claim, action, or legal proceeding filed against a Party.
- 1.7 **"Computer"** means a virtual or physical device for storing or processing data, such as servers, desktop computers, laptops, mobile devices, Internet-connected devices, and hardware products. Where a device contains more than one virtual environment (including virtual machines and virtual processors), each virtual environment will be counted as a separate Computer.
- 1.8 **"Confidential Information"** means non-public or proprietary information about a disclosing Party's business related to technical, commercial, financial, employee, or planning information that is disclosed by the disclosing Party to the other Party in connection with this Agreement, and is (A) identified in writing as confidential at the time of disclosure, whether in printed, textual, graphic, or electronic form; or (B) disclosed in non-tangible form, identified as confidential at the time of disclosure, summarized in a writing labeled as "confidential", and delivered to the receiving Party within 15 days after disclosure. Any Adobe Technology will be deemed Confidential Information of Adobe without any marking or further designation. Any Customer Data will be deemed Confidential Information of Customer without any marking or further designation. "Confidential Information" does not include information that: (1) has become public knowledge through no fault of the receiving Party; (2) was known to the receiving Party, free of any confidentiality obligations, before its disclosure by the disclosing Party; (3) becomes known to the receiving Party, free of any confidentiality obligations, from a source other than the disclosing Party; or (4) is independently developed by the receiving Party without use of Confidential Information.
- 1.9 **"Customer"** means the entity identified in the Sales Order as "Customer" or otherwise identified in the Sales Order as the end user customer.
- 1.10 **"Customer Content"** means any material, such as audio, video, text, or images, that is imported into the On-demand Services or Managed Services by or on behalf of Customer in connection with

Customer's use of the Products and Services, including for collaboration, content delivery, digital publishing, targeted advertising, or indexing.

- 1.11 **"Customer Data"** means any information that is imported by or on behalf of Customer into the On-demand Services or Managed Services from Customer's internal data stores or other third-party data providers, or is collected via the Distributed Code, in connection with Customer's use of the Products and Services.
- 1.12 **"Customer Site"** means any current or future website or application that is owned and operated by Customer, or is hosted or operated by a third party or Adobe on Customer's behalf, and that contains a privacy policy or terms of use governing data collection practices that Customer controls.
- 1.13 **"Distributed Code"** means HTML tags, JavaScript code, object code, plugins, SDKs, APIs, or other code provided by Adobe for use of the On-demand Services or Managed Services.
- 1.14 **"Documentation"** means the technical usage and product descriptions of the Products and Services published by Adobe on <https://helpx.adobe.com/product-descriptions.html>, which may be updated from time to time. "Documentation" does not include any forum or content by any third party.
- 1.15 **"Effective Date"** means the effective date stated in the Sales Order.
- 1.16 **"Enterprise Licensing Terms"** means these General Terms and the applicable Product Specific Licensing Terms.
- 1.17 **"Indemnified Technology"** means On-demand Services, Managed Services or On-premise Software (as applicable), paid for by Customer.
- 1.18 **"License Metric"** means the per-unit metrics specified by Adobe concerning the licensed quantities in the Sales Order, to describe the scope of Customer's license to use the Products and Services.
- 1.19 **"License Term"** means the duration of the license for Products and Services, as stated in the Sales Order, or any shorter term arising from a termination of this Agreement.
- 1.20 **"Managed Services"** means the technology services hosted by or on behalf of Adobe and provided to Customer as a dedicated instance, as set out in the Sales Order.
- 1.21 **"On-demand Services"** means the technology services hosted by or on behalf of Adobe and provided to Customer as a shared instance, as set out in the Sales Order.
- 1.22 **"On-premise Software"** means the Adobe software that is deployed by or on behalf of Customer on hardware designated by Customer, as set out in the Sales Order.
- 1.23 **"Party"** means Adobe or Customer, as applicable.
- 1.24 **"Products and Services"** means the On-premise Software, On-demand Services, Managed Services, or Professional Services, as set out in the Sales Order.
- 1.25 **"Product Specific Licensing Terms"** or **"PSLT"** means the Product Specific Licensing Terms document that describes the additional licensing terms for specific Products and Services.
- 1.26 **"Professional Services"** means any consulting, training, implementation, or technical services provided by Adobe to Customer, as set out in the Sales Order.
- 1.27 **"Report"** means any graphical or numerical display of Customer Data that contains Adobe's proprietary design, look and feel, and is generated by the On-demand Services or Managed Services.
- 1.28 **"Sales Order"** means the sales order form, statement of work, or other written document for the Products and Services that is either (A) executed between Adobe and Customer; or (B) if no such documents are executed between Adobe and Customer and Customer is purchasing through an Adobe Partner, executed between Customer and the Adobe Partner.
- 1.29 **"Sensitive Personal Data"** is given the meaning under relevant privacy or data protection laws relating to this term or any similar term (such as "sensitive personal information") used in the

applicable laws, or where no such laws apply, means an individual's financial information (including financial account information), sexual preferences, medical or health information, and personal information of children protected under any child protection laws (such as the personal information defined under the US Children's Online Privacy Protection Act).

- 1.30 "User" means an individual (either an employee or temporary worker of Customer) who may use or access the Products and Services.

## 2. PAYMENT OF FEES

This section 2 applies only if Customer orders the Products and Services directly from Adobe. If Customer orders the Products and Services from an Adobe Partner, payment terms are agreed between Customer and the Adobe Partner.

### 2.1 Payment.

Customer must pay the fees according to the payment terms in the Sales Order. All invoices will only be delivered electronically to Customer. Adobe may charge interest at a monthly rate equal to the lesser of 1% per month or the maximum rate permitted by applicable law on any overdue fees. Customer agrees to provide clear indication with its checks (or other form of payment) as to which invoices (or portions thereof) the payment should be applied. Alternatively, these payment details can be emailed to [sjar@adobe.com](mailto:sjar@adobe.com) no later than the date of payment. If Customer is not a publicly-traded corporation, upon Adobe's request, Customer will provide the necessary financial documents to allow Adobe to ascertain the credit-worthiness of Customer.

- 2.2 **Failure to Pay.** If Customer fails to pay any amount due under this Agreement according to the payment terms in the Sales Order, Adobe will send Customer a reminder notice in accordance with the Texas Prompt Payment Act. If Customer fails to pay within 15 days of the date of the reminder notice, Adobe may, in its sole discretion, suspend or restrict the provision of the Products and Services.

- 2.3 **Disputes.** If Customer believes in good faith that Adobe has incorrectly billed Customer, Customer must contact Adobe in writing within 30 days of the invoice date, specifying the error. Customer must pay the undisputed portion of Adobe's invoice in accordance with the Texas Prompt Payment Act.

- 2.4 **Taxes.** Prices do not include applicable taxes. Adobe will invoice Customer for any applicable taxes, and Customer must pay these taxes. Where applicable, Customer must provide a tax-exemption claim to Adobe before placing an order. If Customer is required to withhold income taxes from its payment to Adobe, Customer agrees to send Adobe an official tax receipt within 60 days of payment to Adobe.

## 3. DELIVERY

On-premise Software is deemed to be delivered and accepted by Customer on the earlier of the date the On-premise Software is made available for electronic download or, if applicable, the date that Adobe ships the tangible media (e.g., CD or DVD) containing the On-premise Software FOB origin. On-demand Services or Managed Services are deemed to be delivered and accepted on the License Term start date.

## 4. LICENSE AND RESTRICTIONS

- 4.1 **License Grant for On-demand Services and Managed Services.** Provided Customer purchases the respective Products and Services, Adobe grants Customer, during the License Term, a non-transferable, non-exclusive license, to:

- (A) permit Users to access the Products and Services and where applicable, Reports, through the applicable interfaces;



- (B) install, implement, and use the Distributed Code on Customer Sites; and
- (C) develop and test Customer Customizations (as that term is defined in the PSLT for the applicable Managed Services) to evaluate potential configurations of the Managed Services,

all solely in connection with Customer's use of the Products and Services in accordance with the Documentation for its direct beneficial business purposes. Unless otherwise specifically limited in the Sales Order, User login IDs and passwords will be provided to Customer in a quantity mutually agreed upon by Customer and Adobe. Customer must not share its login IDs and passwords, and is responsible for unauthorized access to its login IDs and passwords caused by Customer. Customer must not allow the use of the same login ID simultaneously by two or more Users.

**4.2 License Grant for On-premise Software.** Provided Customer purchases the respective Products and Services, Adobe grants Customer, during the License Term, a non-exclusive and non-transferable license to:

- (A) install and use the Products and Services in accordance with the Documentation on Computers for its direct beneficial business purposes, for the platforms and quantities set out in the Sales Order; and
- (B) make a reasonable number of copies of the On-premise Software for archival purposes and install and use the copies only when the primary copy has failed or is destroyed. Customer may also install copies of the On-premise Software in a disaster recovery environment, on a cold backup basis, for use solely in disaster recovery, and not for production, development, evaluation, or testing. For purposes of the prior sentence, cold backup basis means that the backup copies are completely disconnected from any use environment and not receiving automatic data updates, and those backup copies require a manual activation process to pick up the use environment load during the failure of the primary copies.

**4.3 License to Documentation.** Customer may make and distribute copies of the Documentation for use by Users in connection with use of the Products and Services in accordance with this Agreement, but no more than the amount reasonably necessary. Any permitted copy of the Documentation must contain the same copyright and other proprietary notices that appear in the Documentation.

**4.4 License Restrictions.** Except as permitted under this Agreement, Customer must not:

- (A) use the Products and Services in (1) violation of any applicable law (including, where applicable, COPPA), or in connection with unlawful material (such as material that violates any obscenity, defamation, harassment, privacy, or intellectual property laws); or (2) a manner that would cause a material risk to the security or operations of Adobe or any of its customers, or to the continued normal operation of other Adobe customers;
- (B) copy, use, distribute, republish, download, display, transmit, sell, rent, lease, host, or sub-license the Products and Services;
- (C) offer, use, or permit the use of the Products and Services in a computer service business, third-party outsourcing service, on a membership or subscription basis, on a service bureau basis, on a time-sharing basis, as part of a hosted service, or on behalf of any third party;
- (D) attempt to interact with the operating system underlying the On-demand Services and Managed Services, or modify, create derivative works of, adapt, translate, reverse engineer, decompile, or otherwise attempt to discover the source code in, any Adobe Technology. This restriction will not apply to the extent it limits any non-waivable right Customer may enjoy under applicable law;
- (E) remove, obscure, or alter any proprietary notices associated with the Products and Services (including any notices in Reports);
- (F) use any software components, modules, or other services that may be delivered with the Products and Services, but which are not licensed to Customer and identified in the Sales Order; or

(G) unbundle any components of the On-premise Software for use on different Computers as the On-premise Software is designed and provided to Customer for use as a single product.

Adobe reserves all other rights not expressly granted in this Agreement.

- 4.5 **Third Party Providers.** If Customer uses certain features of the Products and Services in conjunction with third party data, products, services, and platforms (e.g. social media platforms, media partners, wireless carriers, or device operating systems), then Customer is responsible for complying with the terms and conditions required by such third party providers, and all such use is at Customer's own risk.
- 4.6 **Regional Service Limitations.** Unless specifically licensed in the Sales Order, Customer is not permitted to use or allow its Users to use the On-demand Services and Managed Services in mainland China, Russia and any other country where usage is restricted by local laws.

## 5. THIRD-PARTY ACCESS

- 5.1 **Use by Affiliates.** Customer may allow its Affiliates to use and access the Products and Services, only if, and as specified in, a Sales Order.
- 5.2 **Outsourcing and Third-Party Access.** Customer may allow a third-party contractor to operate, use or access the Products and Services solely on Customer's behalf, but only if: (A) upon Adobe's request, Customer provides Adobe with the identity of the contractor and the purpose for the contractor's use or access to the Products and Services; and (B) the use or access by the contractor is only for Customer's direct beneficial business purposes.
- 5.3 **Customer Responsibility.** If Customer allows any person or entity to operate, use or access the Products and Services, including under sections 5.1 (Use by Affiliates) or 5.2 (Outsourcing and Third-Party Access), Customer is responsible for ensuring that such person or entity complies with the terms of this Agreement.
- 5.4 **No Additional Rights.** For clarity, the rights granted under this section 5 (Third-Party Access) do not modify the License Metric or increase the number of licenses granted under this Agreement.

## 6. CUSTOMER CONTENT AND DATA

- 6.1 **Ownership.** Customer owns (or where applicable, must ensure it has a valid license to) the Customer Data and Customer Content, subject to Adobe's underlying intellectual property in the Adobe Technology.
- 6.2 **Permitted Use.** Customer grants Adobe and its Affiliates a non-exclusive, worldwide, royalty-free license to use, copy, transmit, sub-license, index, store, and display Customer Data and Customer Content solely: (A) to the extent necessary to perform its obligations or enforce its rights under this Agreement; or (B) where required or authorized by law.
- 6.3 **Anonymized and Aggregated Data.** Unless otherwise stated in the PSLT, Customer grants Adobe and its Affiliates a non-exclusive, perpetual, worldwide, royalty-free license to use, copy, transmit, sub-license, index, model, aggregate (including with other customers' data), publish, display and distribute any anonymous information derived from Customer Data (such as, but not limited to, web browser, screen resolution, and mobile device-type information).
- 6.4 **Responsibility.** Customer retains complete control over the installation and configuration of Distributed Code, and each Customer Site and Customer Content. Customer is responsible for ensuring that all Customer Sites used with the On-demand Services or Managed Services, and all Customer Data and Customer Content comply with all applicable laws and regulations. Customer will take reasonable steps to identify and promptly remove any Customer Data or Customer Content that violates the requirements of section 4.4(A) ("**Unlawful Content**"), in accordance with applicable laws

and regulations. If there is Unlawful Content, Adobe may suspend services or remove the Unlawful Content.

- 6.5 **Consumer Generated Content.** If content generated by consumers of Customer is uploaded to Adobe's On-demand Services and Managed Services, the following terms apply:
- (A) Adobe does not review all content uploaded to Adobe On-demand Services and Managed Services, but Adobe may use available technologies or processes to screen for certain types of illegal content (for example, child pornography) or other abusive content or behavior (for example, patterns of activity that indicate spam or phishing); and
  - (B) Adobe may access or disclose information about Customer, its consumers, or Customer's use of the On-demand Services and Managed Services when it is required by law (such as when Adobe receives a valid subpoena or search warrant).
- 6.6 **Data Retention.** With respect to On-demand Services, Customer Data may be permanently deleted from Adobe's servers 25 months from the date of its collection or receipt, unless specified otherwise in the respective PSLT.
- 6.7 **Usage Analytics.** Adobe may develop, modify, improve, support, and operate its Products and Services based on Customer's use, as applicable, of any Products and Services.

## 7. CONFIDENTIALITY

- 7.1 **No Use or Disclosure.** The receiving Party will only use Confidential Information for the purposes of or as permitted under this Agreement and will not reproduce, disseminate, or disclose Confidential Information to any person, except to its employees and authorized representatives (e.g., temporary employees, consultants, and contractors) who need to know the Confidential Information for the purposes of this Agreement and are bound by confidentiality obligations at least as restrictive as those in this section 7 (Confidentiality).
- 7.2 **Protection of Information.** The receiving Party will treat Confidential Information with the same degree of care as it treats its own information of similar sensitivity, but never with less than reasonable care.
- 7.3 **Permitted Disclosure.** The receiving Party may disclose Confidential Information: (A) as approved in a writing signed by the disclosing Party; (B) as necessary to comply with any law or valid order of a court or other governmental body; or (C) as necessary to establish the rights of either Party, but in the case of (B) and (C), only if the receiving Party promptly notifies the disclosing Party of the details of the required disclosure to enable the disclosing Party to take available steps to prevent the disclosure or to ensure that disclosure occurs subject to an appropriate obligation of confidence.
- 7.4 **Responsibility for Representatives and Affiliates.** For the purpose of this section 7 (Confidentiality) and the definition of "Confidential Information", a reference to a Party means a Party and its Affiliates. The receiving Party is responsible for ensuring that its representatives and Affiliates fully comply with the obligations of the receiving Party under this section.

## 8. PRIVACY AND SECURITY MEASURES

- 8.1 **Compliance with Privacy Laws.** Adobe will comply with applicable privacy and data protection laws regarding the processing and storage of Customer Data in connection with its role as described in the Agreement.
- 8.2 **Security Measures.** Adobe has implemented reasonable information security practices regarding the protection of Customer Data, including the administrative, technical and physical security measures detailed at [www.adobe.com/go/cloudcompliance](http://www.adobe.com/go/cloudcompliance) that at a minimum will meet the security controls

available at <https://cyber-standards.tamus.edu/> (the “**Security Controls**”), for the applicable On-demand Services or Managed Services. Adobe shall periodically provide Customer with evidence of its compliance with the Security Controls within thirty (30) days of Customer’s request. Adobe shall, within two (2) business days of discovery, report to Customer any use or disclosure of Customer Data not authorized by this Agreement or in writing by Customer. Adobe’s report must identify: (a) the nature of the unauthorized use or disclosure, (b) the Customer Data used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure, (d) what Adobe has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action Adobe has taken or will take to prevent future similar unauthorized use or disclosure. Adobe shall provide such other information, including a written report, as reasonably requested by Customer.

**8.3 Security Claims.** In the event of a Security Claim, Adobe will, at its expense:

- (A) defend any third-party Claim against Customer caused by Adobe’s failure to comply with section 8.2 (Security Measures) to the extent such failure results in the unauthorized acquisition by a third-party of Customer Data (“**Security Claim**”), and
- (B) indemnify Customer from and against any of the following, to the extent directly attributable to a Security Claim:
  - (1) Adobe-negotiated settlement amounts (to the extent Adobe is permitted to settle);
  - (2) damages finally awarded by a court;
  - (3) credit monitoring services (up to one year in duration), provided through a nationally-recognized credit monitoring service, for each individual affected by the incident giving rise to the Security Claim;
  - (4) forensic analysis of the incident giving rise to the Security Claim, to the extent the incident emanates from the On-demand Services or Managed Services;
  - (5) reasonable attorney’s fees and costs associated with an investigation brought by a governmental agency as a direct result of Adobe’s failure to comply with section 8.2 (Security Measures) to the extent such failure results in the unauthorized acquisition by a third party of Customer Data; and
  - (6) reasonable out-of-pocket expenses of Customer associated with satisfying applicable statutory requirements related to notifying affected individuals of the incident giving rise to the Security Claim.
- (C) Irrespective of how damages are characterized by a court of competent jurisdiction issuing the final award or in the written settlement agreement signed by Adobe, the damages described in section 8.3(B) will constitute direct damages.

**8.4 Conditions**

- (A) Adobe will have no liability for any Security Claim to the extent such claim arises from:
  - (1) any act or omission of Customer that impedes or prevents Adobe’s ability to comply with section 8.2 (Security Measures);
 any Customer Customization (as defined in the applicable PSLT), or any vulnerability in the Customer Content or Customer Data; or
  - (2) Customer’s breach of section 4.5 (Third Party Providers).
- (B) Adobe’s obligations under section 8.3 (Security Claims) are conditioned upon Customer (to the extent permitted by applicable law):
  - (1) promptly notifying Adobe of any Claim in writing;
  - (2) cooperating with Adobe in the defense of the Claim;

- (3) granting Adobe sole control of the defense or settlement of the Claim subject to the consent of the Attorney General of the State of Texas; and
  - (4) refraining from making any admissions about the Claim.
- 8.5 **Remedies.** The remedies in section 8.3 (Security Claims) are Customer's sole and exclusive remedies and Adobe's sole liability and obligation regarding Adobe's failure to comply with section 8.2 (Security Measures) and any confidentiality claims involving Customer Data that may arise from an incident giving rise to the Security Claim (notwithstanding section 11.3(B)).
- 8.6 **Privacy Policy.** In connection with Customer's use of the On-demand Services and Managed Services, Customer will conspicuously display a privacy policy or other notice, from the primary consumer interface, that:
- (A) discloses Customer's privacy practices;
  - (B) identifies the collection (via Distributed Code, where applicable) and use of information gathered in connection with the Products and Services, as applicable; and
  - (C) offers individuals an opportunity to opt out of (or opt-in if applicable law requires) the collection or use of data gathered in connection with the On-demand Services or Managed Services.
- 8.7 **Sensitive Personal Data.** Customer agrees not to collect, process, or store any Sensitive Personal Data using the On-demand Services or Managed Services. Customer agrees not to transmit, disclose, or make available Sensitive Personal Data to Adobe or Adobe's third-party providers.
- 8.8 **Professional Services.** For Professional Services, Customer will not provide access to information that alone or in conjunction with other information identifies an individual ("**Personal Data**") unless specifically agreed to in writing.
- 8.9 **Education Records.** To the extent that Adobe creates, accesses, receives or maintains records that are subject to FERPA on behalf of Customer or an Affiliate, Customer and its Affiliates hereby designate Adobe as a school "official" with a legitimate educational interest in education records as defined in the Family Education Rights and Privacy Act ("**FERPA**"). Such designation is solely for the purposes of FERPA compliance and for no other purpose, and to the extent Customer or its Affiliates has policies, rules, and procedures binding on school officials generally, such policies, rules, and procedures will apply to Adobe only insofar as such compliance is relevant to compliance by Adobe and Customer or its Affiliates with FERPA. Adobe shall implement reasonable administrative, technical, and physical safeguards to secure its facilities and systems from unauthorized access, and to secure education records. Adobe shall: (a) abide by FERPA's limitations on re-disclosure of personally identifying information in education records; (b) not use or disclose education records created or received from, by, or on behalf of Customer or its Affiliates or their students for any purpose other than the purpose for which such disclosure is made; and, (c) not use or disclose such education records except as permitted under this Agreement, as required by law, or as authorized by Customer or the applicable Affiliate in writing.

## 9. THIRD PARTY INTELLECTUAL PROPERTY CLAIMS

- 9.1 **Adobe's Obligations.** Adobe will defend, at its expense, any third-party Claim against Customer during the License Term to the extent the Claim alleges that (A) the Indemnified Technology directly infringes the third party's patent, copyright, or trademark; or that (B) Adobe has misappropriated the third party's trade secret ("**Infringement Claim**"). Adobe will pay any damages finally awarded by a court of competent jurisdiction (or settlement amounts agreed to in writing by Adobe).
- 9.2 **Adobe's Response.** In the defense or settlement of any Infringement Claim, Adobe may, at its sole option and expense:
- (A) procure for Customer a license to continue using the Products and Services under the terms of this Agreement;

- (B) replace or modify the allegedly infringing Products and Services to avoid the infringement; or
- (C) terminate Customer's license and access to the Products and Services (or its infringing part) and refund:
  - (1) in the case of Products and Services licensed for a limited term, any prepaid unused fees as of the date of termination; or
  - (2) in the case of On-premise Software licensed for a perpetual term, an amount equal to the pro-rata value of the On-premise Software, calculated by depreciating the fee paid by Customer for the On-premise Software on a straight-line basis using a useful life of 36 months from the date of initial delivery of the On-premise Software,but only if Customer purges and destroys all copies of the On-premise Software (and any related materials) and Distributed Code from all computer systems on which it was stored.

9.3 **Conditions.** Adobe will have no liability for any Infringement Claim:

- (A) that arises from any:
  - (1) use of the Products and Services in violation of this Agreement;
  - (2) modification of the Products and Services by anyone other than Adobe;
  - (3) failure by Customer to install the latest updated version of the Products and Services as requested by Adobe to avoid infringement; or
  - (4) third-party products, services, hardware, software, or other materials, or combination of these with the Products and Services, if the Products and Services would not be infringing without this combination; or
- (B) if Customer fails to:
  - (1) notify Adobe in writing of the Infringement Claim promptly upon the earlier of learning of or receiving a notice of it, to the extent that Adobe is prejudiced by this failure;
  - (2) provide Adobe with reasonable assistance requested by Adobe for the defense or settlement (as applicable) of the Infringement Claim; or
  - (3) refrain from making admissions about the Infringement Claim without Adobe's prior written consent.

9.4 **Sole and Exclusive Remedy.** The remedies in this section 9 (Third Party Intellectual Property Claims) are Customer's sole and exclusive remedies and Adobe's sole liability regarding the subject matter giving rise to any Infringement Claim.

## 10. OTHER CLAIMS

10.1 **Customer's Obligations.** Customer will, to the extent authorized under Texas law, at its expense, defend or settle any third-party Claim against Adobe to the extent it arises from:

- (A) Customer's failure to comply with Customer's data privacy policy, the applicable data protection laws, regulations, codes and rules, and its obligations relating to Personal Data contained in this Agreement;
- (B) any Customer Customization (as defined in the applicable PSLT), Customer Content or Customer Data (excluding claims arising from Adobe's failure to comply with section 8.2 (Security Measures)); or
- (C) Customer's breach of section 4.5 (Third Party Providers).

Customer will pay, to the extent authorized under Texas law, any damages finally awarded by a court of competent jurisdiction (or settlement amounts agreed to in writing by Customer). The Limitation

of Liability provision in the General Terms does not apply to Customer's liability or obligations under this section.

- 10.2 **Conditions.** Customer's obligations under this section 10 (Other Claims) are conditioned upon Adobe (to the extent permitted by applicable law): (1) promptly notifying the Customer of any Claim in writing; (2) cooperating with the Customer in the defense of the Claim; (3) granting the Customer sole control of the defense or settlement of the Claim; and (4) refraining from making any admissions about the Claim.
- 10.3 **Sole and Exclusive Remedy.** The remedies in this section 10 are Adobe's sole and exclusive remedies and Customer's sole liability regarding the subject matter giving rise to any such Claim.

## 11. LIMITATION OF LIABILITY

- 11.1 **Neither Party will be liable to the other Party for any special, indirect, moral, consequential, incidental, punitive, or exemplary damages; loss of profits; loss of reputation, use, or revenue; loss or corruption of data; or interruption of business. This provision will not be deemed to limit a party's indemnification obligations based upon the nature of the damages claimed by a third party.**
- 11.2 **The maximum aggregate liability of each Party for each and all Claims (individually and together) under or relating to this Agreement or its subject matter is limited to an amount equal to the aggregate of the fees payable by Customer under this Agreement during the 12 months before the initial Claim. This provision does not apply to either party's indemnity obligations.**
- 11.3 **Sections 11.1 and 11.2 (Limitation of Liability):**
  - (A) **apply regardless of the form or source of Claim or loss, whether the Claim or loss was foreseeable, and whether a Party has been advised of the possibility of the Claim or loss; and**
  - (B) **do not apply, in any breach of Section 7 (Confidentiality), Customer's use of Adobe Technology beyond the scope of any license granted under this Agreement, or Customer's failure to pay any amounts owing to Adobe under this Agreement.**

## 12. WARRANTIES

- 12.1 **Limited Warranty and Remedy for On-demand Services and Managed Services.** Adobe warrants that the On-demand Services and Managed Services, as delivered to Customer, will substantially conform to the applicable Documentation during the License Term, to the extent that the On-demand Services and Managed Services constitute Indemnified Technology. Customer must notify Adobe of a claim under this warranty within 30 days of the date on which the condition giving rise to the claim first appeared. To the extent permitted by law, Customer's sole and exclusive remedy and Adobe's sole liability under or in connection with this warranty will be a replacement of the Distributed Code (as applicable), or if replacement is not commercially reasonable, a termination of the applicable On-demand Service or Managed Service and a refund of any pre-paid unused fees for the applicable On-demand Service or Managed Service.
- 12.2 **Limited Warranty and Remedies for On-premise Software.** Adobe warrants that the On-premise Software will substantially conform to the applicable Documentation for 90 days following the delivery of the On-premise Software, to the extent that the On-premise Software constitutes Indemnified Technology. Customer must make these warranty claims to Adobe within this 90-day period. To the extent permitted by law, Customer's sole and exclusive remedy and Adobe's sole liability under or in connection with this warranty will be, at Adobe's option, a replacement of the On-premise Software, or refund of the fees Customer paid for the On-premise Software.
- 12.3 **Implied Warranties.** To the maximum extent permitted by law and except for the express warranties in this Agreement, Adobe provides the Products and Services on an "as-is" basis. Adobe, its Affiliates, and third-party providers disclaim and make no other representation or warranty of any kind, express, implied or statutory, including representations, guarantees or warranties of

merchantability, fitness for a particular purpose, title, non-infringement, or accuracy. Customer acknowledges that (A) neither Adobe, its Affiliates nor its third party providers controls Customer equipment or the transfer of data over communications facilities (including the Internet); (B) the Products and Services may be subject to limitations, interruptions, delays, cancellations, and other problems inherent in the use of the communications facilities (including search engines and social media channels); and (C) it is fully responsible to install appropriate security updates and patches. Adobe, its Affiliates, and its third party providers are not responsible for any interruptions, delays, cancellations, delivery failures, data loss, content corruption, packet loss, or other damage resulting from these problems.

- 12.4 **Access by Individuals with Disabilities.** Adobe represents and warrants that the information regarding the accessibility of its products and the VPATs set forth at <https://www.adobe.com/accessibility.html> are accurate.

### 13. LICENSE COMPLIANCE

- 13.1 Adobe may, at its expense and no more than once every 12 months, appoint its own personnel or an independent third party (or both) to verify that Customer's use, installation, or deployment of the Products and Services (or other Adobe Technology used in conjunction with the Products and Services) comply with the terms of this Agreement.
- 13.2 For On-premise Software and any Distributed Code, the verification will require Customer to provide within 30 days of request (A) raw data from a software asset management tool of all On-premise Software and Distributed Code installed or deployed by or at the direction of Customer, including installation or deployment on servers owned by Customer or provided by third parties; (B) all valid purchase documentation for all On-premise Software and Distributed Code; and (C) any information reasonably requested by Adobe.
- 13.3 Any verification may include an onsite audit conducted at Customer's relevant places of business upon 7 days' prior notice, during regular business hours, and will not unreasonably interfere with Customer's business activities.
- 13.4 If the verification shows that Customer, its Affiliates or third-party contractors of Customer or its Affiliates are deploying, installing or using the Products and Services (or other Adobe Technology used in conjunction with the Products and Services): (A) beyond the quantity that was legitimately licensed; or (B) in any way not permitted under this Agreement, so that additional fees apply, Customer must pay the additional license fees and any applicable related maintenance and support fees within 30 days of invoice date. If use, deployment, or installation exceeds 5% of that which is permitted under this Agreement, Customer must pay, to the extent authorized under Texas law, Adobe's reasonable costs of conducting the verification, in addition to paying the additional fees.

### 14. SPECIFIC PROVISIONS FOR PROFESSIONAL SERVICES

#### 14.1 License to Deliverables.

- (A) Without limiting or modifying any license granted to Customer for the On-premise Software, On-demand Services or Managed Services, Adobe grants Customer a non-exclusive, non-sublicensable and non-transferable license to use the materials developed and provided to Customer by Adobe in performing the Professional Services ("**Deliverables**") solely for Customer's direct beneficial business purposes.
- (B) Adobe retains all rights, title and interest (including intellectual property rights) in and to the Deliverables. To the extent that Customer participates in the creation or modification of any Adobe Technology or Deliverables under this Agreement, Adobe may use or otherwise exploit any such Adobe Technology or Deliverables in any manner without any obligation or restriction based on intellectual property rights. Adobe is free to use the residuals of Confidential



Information for any purpose, where “residuals” means that Confidential Information disclosed in non-tangible form that is incidentally and unintentionally retained in the unaided memories of representatives of Adobe and where the source of the Confidential Information has become remote as a result of the passage of time or the person’s subsequent exposure to information of a similar nature from other sources so that the person can no longer identify the Confidential Information’s source. No license to any Customer invention or copyrighted material that do not consist of modifications to Adobe Technology is granted under this Section.

- 14.2 **Employment Taxes and Obligations.** Adobe is responsible for all taxes and any employment obligations arising from its employment of personnel and contractors to perform the Professional Services.
- 14.3 **Warranty.** Adobe warrants the Professional Services will be performed in a professional and workmanlike manner. Customer must notify Adobe in writing of any breach of this warranty within 30 days of delivery of such Professional Service. To the extent permitted by law, Customer’s sole and exclusive remedy for breach of this warranty and Adobe’s sole liability under or in connection with this warranty will be re-performance of the relevant Professional Service.
- 14.4 **Use of Subcontractors.** Customer agrees that Adobe may use subcontractors in the performance of the Professional Services. Where Adobe subcontracts any of its obligations concerning the Professional Services, Adobe will not be relieved of its obligations to Customer under this Agreement.

## 15. TERM AND TERMINATION

- 15.1 **Term.** This Agreement applies to each of the Products and Services from the Effective Date until the expiration of the applicable License Term or the term for Professional Services, unless terminated earlier under this Agreement.

### 15.2 Termination for Cause

- (A) **Material Breach by Either Party.** If either Party commits a material breach of this Agreement, the non-breaching Party may give written notice describing the nature and basis of the breach to the breaching Party. If the breach is not cured within 30 days of the notice date, the non-breaching Party may immediately terminate this Agreement, in whole or in part.
- (B) **Breach of Confidentiality Provisions.** If a Party is in breach of any confidentiality provisions of this Agreement, the non-breaching Party may terminate this Agreement, in whole or in part, immediately by giving the breaching Party written notice of the breach.
- (C) **Other Breaches.** Adobe may terminate this Agreement, in whole or in part, immediately upon written notice to Customer, if required by law; or Customer breaches section 4.4 (D) of these General Terms.

### 15.3 Effect of Termination or Expiration.

- (A) Upon termination or expiration of this Agreement or any License Term for the Products and Services:
  - (1) the license and associated rights for the Products and Services will immediately terminate;
  - (2) Customer must, at its expense: (a) remove and delete all copies of the On-premise Software and Distributed Code; and (b) remove all references and links to the On-demand Services or Managed Services from the Customer Sites. Some or all of the Products and Services may cease to operate without prior notice upon expiration or termination of the License Term; and
  - (3) Customer Data and Customer Content stored within the On-demand Services will be available to Customer for 30 days after the termination or expiration in the same format then available within the reporting interface(s). After such time, Adobe shall delete all

Customer Data and Customer Content and provide written confirmation of such deletion to Customer within ten (10) days.

- (B) Customer will be liable for any fees for any On-demand Services and Managed Services that are still in use or which remain active after termination or expiration of this Agreement. These fees will be invoiced to Customer at the rate set out in the Sales Order.
- (C) If Adobe reasonably determines that Customer's deployment of the On-demand Services or Managed Services contains or creates a material risk to Adobe Technology, Adobe's Confidential Information, the security or business operations of Adobe, any customer of Adobe, or to the continued normal operation of other Adobe customers, then Adobe may, at any time, upon written notice to Customer, immediately suspend or terminate Customer's access, in whole or in part, to the On-demand Services or Managed Services, until such risk is resolved. Adobe will use commercially reasonable efforts to mitigate any such security or operational risk prior to suspension or termination and only will look to such efforts as a final option to avoid such risks.

15.4 **Survival.** The termination or expiration of this Agreement will not affect any provisions of this Agreement which by their nature survive termination or expiration, including the provisions that deal with the following subject matters: definitions, payment obligations, confidentiality, term and termination, effect of termination, intellectual property, license compliance, limitation of liability, privacy, content monitoring, and the "General Provisions" section in these General Terms.

## 16. GENERAL PROVISIONS

### 16.1 Assignment.

- (A) Customer may assign this Agreement in its entirety to a surviving person or entity under a merger or acquisition of Customer, upon written notice to Adobe, if the assignment does not expand the scope of the license granted in the Products and Services.
- (B) Adobe may assign this Agreement (or a part of it) to its Affiliates or a surviving person under a merger or acquisition of Adobe or the assets of the business to which this Agreement relates, upon written notice to Customer.
- (C) Except as provided in this section 16.1 (Assignment), Customer may not assign, voluntarily, by operation of law or otherwise, any rights or obligations under this Agreement without the prior, written consent of Adobe.
- (D) Any (attempted) assignment in derogation of this section will be null and void.

16.2 **Force Majeure.** Neither Party is liable for failure to perform its obligations under this Agreement (except for any payment obligations) to the extent that performance is delayed, prevented, restricted or interfered with as a result of any causes beyond its reasonable control, including acts of God, terrorism, labor action, fire, flood, earthquake, failure of third-party providers, denial of service attacks and other malicious conduct, utility failures, power outages, or governmental acts, orders, or restrictions; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

16.3 **Injunctive Relief.** Actual or threatened breach of certain sections of this Agreement (such as, without limitation, provisions on intellectual property (including ownership), license, privacy, data protection and confidentiality) may cause immediate, irreparable harm that is difficult to calculate and cannot be remedied by the payment of damages alone. Either Party will be entitled to seek preliminary and permanent injunctive relief and other equitable relief for any such breach.

- 16.4 **Notices.** Any notice given under this Agreement must be in writing by email to the following addresses (or addresses notified in writing by either Party): to Adobe: [ContractNotifications@adobe.com](mailto:ContractNotifications@adobe.com); and to Customer: at Customer's email address stated on the Sales Order, or if Customer's Sales Order is with an Adobe Partner, at Customer's registered address.
- 16.5 **No Agency.** Nothing in this Agreement is intended to constitute a fiduciary relationship, agency, joint venture, partnership, or trust between the Parties. No Party has authority to bind the other Party.
- 16.6 **Customer's Purchase Order.** Any terms or conditions in Customer's purchase order or any other related documentation submitted by or on behalf of Customer to Adobe (or any other party, such as an Adobe Partner) do not form part of this Agreement and are void, unless otherwise expressly agreed in writing and signed by both Customer and Adobe.
- 16.7 **Waiver, Modification.** Neither Party's waiver of the breach of any provision constitutes a waiver of that provision in any other instance. This Agreement may not be modified nor any rights under it waived, in whole or in part, except in writing signed by the Parties.
- 16.8 **Order of Precedence.** The Sales Order will prevail over the applicable Product Specific Licensing Terms, which will prevail over the General Terms (to the extent of any inconsistency).
- 16.9 **Entire Agreement.** This Agreement contains the entire understanding of the Parties relating to the subject matter and supersedes all earlier agreements, understandings, proposals, discussions, negotiations, representations and warranties, both written and oral, regarding the subject matter.
- 16.10 **Counterpart.** This Agreement (or a component) may be executed in one or more counterparts, each of which constitutes an original and all of which taken together constitutes the same agreement. Each Party may sign this Agreement using an electronic or handwritten signature, which are of equal effect, whether on original or electronic copies.
- 16.11 **Severability.** If any term of this Agreement is held invalid or unenforceable for any reason, the remainder of the term and this Agreement will continue in full force and effect.
- 16.12 **Trade Rules.** Customer acknowledges that the Products and Services may be subject to the trade control laws and regulations of the United States and other national governments, and both Parties will comply with them.. Adobe certifies that none of its personnel participating in the activities under this Agreement is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.
- 16.13 **Adobe Partner Transactions.** If Customer orders Products and Services from an Adobe Partner under a Sales Order with the Adobe Partner ("**Customer Order**"): (A) the terms of this Agreement apply to Customer's use of the Products and Services; (B) the Enterprise Licensing Terms (or any part of it) prevail over any inconsistent provisions in the Customer Order; and (C) the Adobe Partner is solely responsible for any variations or inconsistencies between the Customer Order and the order between the Adobe Partner and Adobe for the transaction. If Customer does not accept the terms of this Agreement, then Customer must not use, or must immediately cease using, the relevant Products and Services.
- 16.14 **U.S. Government Licensing.** For US Government end users: Customer acknowledges that Products and Services are "Commercial Item(s)," as that term is defined at 48 C.F.R. section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as the terms are used in 48 C.F.R. section 12.212 or 48 C.F.R. section 227.7202, as applicable. Customer agrees, consistent with 48 C.F.R. section 12.212 or 48 C.F.R. sections 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (A) only as Commercial Items; and (B) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights are reserved under the copyright laws of the United States.



**PSLT – Adobe Creative Cloud, Adobe Document Cloud,  
and Adobe Substance 3D (2021v2)**

References to “On-premise Software” and “On-demand Services” in this PSLT are to Products and Services of Adobe Creative Cloud, Adobe Document Cloud, or Adobe Substance 3D. Adobe Document Services (DC APIs) is governed under a separate PSLT.

**PRODUCT SPECIFIC LICENSING TERMS FOR ON-PREMISE SOFTWARE**

**17. Multiple-User Access.**

- 17.1 If On-premise Software licensed on a per-User basis is installed on a Computer accessible by more than one User, then the total number of Users (not the concurrent number of users) capable of accessing the On-premise Software must not exceed the license quantity stated in the Sales Order.
- 17.2 Customer must not install or access (either directly or through commands, data, or instructions) the On-premise Software for operations not initiated by an individual User (e.g., automated server processing or robotic process automation whether deployed on a client or server) unless permitted in a Sales Order.

**18. Activation; Installation.**

- 18.1 **Activation Limits.** If Customer licenses the On-premise Software on a per-User basis, each User may activate the On-premise Software on up to two Computers at a time; however, each User is not permitted to use the On-premise Software on the two Computers simultaneously.
- 18.2 **Installation Limits.** If Customer licenses the On-premise Software on a per Computer basis, then Customer may install each licensed copy of the On-premise Software only on one desktop computer at a time.

**19. Updates.** Customer agrees it may receive updates from Adobe as part of Customer’s use of the On-premise Software. Unless configured by Customer to prevent automatic updates, some On-premise Software may automatically download and install updates on Customer’s system from time to time.

**20. Embedded Use.** Customer may (A) embed any software made available to Customer through the On-premise Software (including runtimes such as Adobe Runtime, add-ins, and utilities provided with the On-premise Software, for example as part of an application that is packaged to run on the Apple iOS or Google Android™ operating systems) as part of developer applications, electronic documents, or content; (B) embed and distribute such software pursuant to a separate written agreement; and (C) permit use of such software only in connection with such application, document, or content. No other embedding rights are implied or permitted.

**21. Serialized Deployment.** On-premise Software releases specific to serial number deployment may not have the same feature set and capabilities as the corresponding On-premise Software releases specific to named user deployment. For clarity, Customers using serial number deployment for Creative Cloud Products and Services do not have access to On-premise Software released to named user deployment after October 2018.

**22. On-premise Software Restrictions.** Unless Adobe is required under local law to obtain separate consent for installing the Adobe Genuine Service, Customer acknowledges that installation or updates of the On-premise Software may result in the download of the “**Adobe Genuine Service**,” a program that first checks whether the On-premise Software is genuine and, separately, may also check for the presence of other Adobe software and, if found, detects and identifies whether there are any copies of counterfeit, stolen, or otherwise unlicensed (collectively, “**non-genuine**”) Adobe software or of software Adobe no longer supports. The On-premise Software and Adobe Genuine Service may collect and transmit information to Adobe as described at <https://www.adobe.com/genuine.html> or its successor website. A determination by Adobe that any Adobe software is non-genuine or is unsupported may result in the Adobe Genuine Service showing Customer messages to notify Customer of non-genuine or unsupported Adobe software and the appropriate follow up actions. Use of non-genuine Adobe software may result in partial or complete inoperability, suspension, or

termination of Customer's use of the non-genuine Adobe software.

- 23. Use of Products and Services in mainland China.** If Customer has Users in mainland China, such Users are permitted to activate and use only the following Products and Services: "Creative Cloud for Enterprise Offering in China," "Acrobat for Enterprise Offering in China," and "Substance 3D Collection Offering in China" (collectively, "China Offering"). Users in mainland China must not access or use any Products and Services licensed for use by Customer's Users outside of mainland China. Customer is not permitted to use the China Offering, or any component thereof, anywhere outside of mainland China. **All warranties provided by Adobe to Customer in this Agreement are void for any version of the Products and Services activated by Users in mainland China that is not the China Offering and any use of the China Offering by Users outside of mainland China.**

#### **PRODUCT SPECIFIC LICENSING TERMS FOR ON-DEMAND SERVICES**

- 24. License Restrictions.** In connection with Customer's use of the On-demand Services, Customer must not:
- 24.1 place advertisement of any products or services through the On-demand Services;
  - 24.2 use any data mining or similar data gathering and extraction methods, including data scraping for machine learning or other purposes;
  - 24.3 circumvent any access or use restrictions; or
  - 24.4 impersonate any person or entity, or falsely state or otherwise misrepresent Customer's affiliation with a person or entity.
- 25. Storage and Retention.** Adobe will store Customer Content during the License Term up to any storage limit specified in the admin console. Adobe may create reasonable storage limits, such as limits on file size, storage space, and other technical limits. If Customer exceeds those limits, Adobe will make reasonable efforts to notify Customer to permit transition of Customer Content prior to deletion.
- 26. Security.**
- 26.1 **Compliance Certifications.** On-demand Services' compliance certifications can be found at <https://www.adobe.com/trust/compliance/compliance-list.html> or its successor website. If Customer Content is required to be processed or stored in accordance with the requirements of specific compliance certifications, standards, or regulations ("**Compliance Measures**"), Customer may use the On-demand Services to process or store Customer Content only if the relevant Compliance Measures are listed at the website above. For the listed Compliance Measures, the On-demand Services may be used to assist Customer to meet Customer's legal obligations, including without limitation, use of service providers. Customer is solely responsible for (a) verifying that the On-demand Services meet all requirements applicable to Customer Content, and (b) complying with any legal obligations applicable to Customer Content.
  - 26.2 **Data Centers.** Document Cloud On-demand Services store Customer Content in data centers that are located in the U.S. Customer is solely responsible for (a) verifying that the On-demand Services meet all requirements applicable to Customer Content (including requirements for data center location), and (b) complying with any legal obligations applicable to Customer Content.
- 27. Sensitive Personal Data.** The Sensitive Personal Data restriction (e.g., section 6.3(C) of the General Terms 2020v1) does not apply to Customer's use of the Document Cloud On-demand Services. In connection with Customer's use of the Document Cloud On-demand Services:
- 27.1 Customer is responsible for compliance with any applicable privacy laws and regulations governing the processing Sensitive Personal Data. Adobe may, as your service provider, provide some functionality within the On-demand Services to help you comply with requirements of any applicable privacy laws and regulations governing the processing of Sensitive Personal Data, but Customer is responsible for implementing compliant functionality;

- 27.2 Customer is solely responsible for compliance with the Children's Online Privacy Protection Act of 1998 ("COPPA"), if applicable, including not collecting information from children under the age of thirteen without first obtaining parental consent;
- 27.3 Customer must not collect, process, or store any protected health information, electronic or otherwise, pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health ("HITECH"); and
- 27.4 The Payment Card Industry Data Security Standard ("PCI DSS") prohibits using the On-demand Services to store Sensitive Authentication Data, including Card Verification Code or Value after authorization, even if encrypted. Capitalized terms in this section are defined in the PCI DSS. Customer shall not use the On-demand Services for any such purpose.

#### **CONFIDENTIAL INFORMATION AND UNLAWFUL CONTENT**

- 28. **Confidential Information.** Confidential Information does not include information that comprises Unlawful Content subject to a legally required reporting obligation (*e.g.*, child exploitation material) and any information provided in connection with such a report that is required or authorized by law (*e.g.*, User name, email address, upload timestamp, and IP address).
- 29. **Unlawful Content.** If User uploads or stores Unlawful Content in an account, Adobe may suspend services, remove the Unlawful Content, and report the Unlawful Content and associated information (*e.g.*, User name, email address, upload timestamp, and IP address) as required or authorized by law.

#### **PRODUCT SPECIFIC LICENSING TERMS FOR ON-PREMISE SOFTWARE AND ON-DEMAND SERVICES**

- 30. **Renewal.** Customer's license to Products and Services expires at the end of the then-current License Term. Upon renewal, Customer's license to Products and Services will be for version(s) of Products and Services available at the time of renewal.
- 31. **Administrators.** Customer authorizes its administrator(s) to act on its behalf, including to manage access to the Products and Services for the Users, to assign other Users an administrator role, and to have control over its Users' content and information. Customer is responsible for the administrator's actions and omissions in connection with the account(s).
- 32. **User-Generated Content.** The On-premise Software or On-demand Services may contain user-generated content that is: (A) inappropriate for minors; (B) illegal in some countries; or (C) inappropriate in certain circumstances. If Customer wants to prevent viewing of or access to user-generated content, it should either (1) disable On-demand Services access in the Creative Cloud Packager, where that functionality is made available; or (2) block access to the On-demand Services via its network firewall. Adobe disclaims liability for all user-generated content available via the On-demand Services or On-premise Software.
- 33. **Sample Files.** Customer may use Sample Files only for the purpose for which they were provided. "Sample Files" means the Adobe-provided audio, visual, video, or other content files for use in tutorials, demonstrations, and for other trial purposes, which may be identified as sample files. Customer may not distribute Sample Files in any way that allows a third party to use, download, extract, or access the Sample Files as a stand-alone file, and the Customer may not claim any rights in the Sample Files.
- 34. **Content Files.** "Content Files" means assets provided by Adobe as part of the On-premise Software or On-demand Services.
  - 34.1 **License.** Unless Documentation or specific licenses state otherwise, subject to the General Terms, (including the "License Conditions" provision and other restrictions set forth in the General Terms), Adobe hereby grants Customer a non-exclusive, non-sublicensable, and non-transferable license to use the Content Files to create files for Customer's use into which the Content Files, are embedded ("End Use"). Customer may modify the Content Files prior to embedding them in the End Use.

Customer may reproduce and distribute Content Files only in connection with Customer's End Use; however, under no circumstances may Customer distribute the Content Files on a stand-alone basis outside of the End Use.

- 34.2 **Reservations and Claims.** Adobe does not guarantee the accuracy of Content Files, including any related titles, descriptions, keywords, or other metadata. If Customer has actual knowledge, or if Customer or Adobe reasonably believe, that a Content File may be subject to a third-party Claim, then Adobe may instruct Customer to cease all use of that Content File, and Customer must promptly comply with Adobe's instructions.
- 34.3 **Adobe Stock Assets.** Unless otherwise expressly permitted under the Adobe Stock PSLT, Content Files that are also Adobe Stock assets are subject to the following additional terms:
- (A) Customer must not: (1) use any Adobe Stock asset in a way that a reasonable person could consider unflattering, immoral, or controversial; or (2) incorporate any Adobe Stock asset into merchandise or template files intended for sale or distribution unless the End Use is an original work of authorship;
  - (B) Customer must not incorporate any Adobe Stock asset that comes with a "standard" license into an End Use that is printed or viewed more than 500,000 times (excluding web and mobile displays); and
  - (C) Adobe may impose technical limitations on downloading, exporting, or sharing of Adobe Stock assets that come with a "limited" license, including limiting use of the Adobe Stock assets to within authorized Adobe Products and Services, and Customer must not attempt to circumvent these technical limitations.
35. **Font Software.** If the On-premise Software includes font software (except for fonts available via the Adobe Fonts Service, which is governed by section 48 (Adobe Fonts Service)), then this section 35 (Font Software) applies.
- 35.1 Customer may provide font(s) used for a particular file to a commercial printer or other service bureau, and the service bureau may use such font(s) to process that file, provided the service bureau has a valid license to use that particular font software.
- 35.2 Customer may embed copies of the font software into electronic documents for the purpose of printing and viewing the documents. No other embedding rights are implied or permitted under this license.
- 35.3 As an exception to the above, the fonts listed in the [http://www.adobe.com/go/restricted\\_fonts](http://www.adobe.com/go/restricted_fonts) are included with the On-premise Software only for purposes of operation of the On-premise Software. For clarity, the listed fonts are not licensed under these terms. Customer may not copy, move, activate, use, or allow any font management tool to copy, move, activate, or use, the listed fonts in or with any software application, program, or file other than the Software.
- 35.4 Some fonts distributed by Adobe with the On-premise Software may be open-source fonts. Customer's use of these open-source fonts will be governed by the applicable license terms available at [http://www.adobe.com/go/font\\_licensing](http://www.adobe.com/go/font_licensing).
36. **Third-Party Notices.** The creators or third-party licensors of certain public standards and publicly available code ("**Third-Party Materials**") require that certain notices be passed through to the end users of the On-premise Software (e.g., notices relating to AVC import and export functionality) and On-demand Services. These third-party notices are located at <http://www.adobe.com/go/thirdparty> (or a successor website thereto). The inclusion of these third-party notices does not limit Adobe's obligations to the Customer for Third-Party Materials integrated into the On-premise Software and On-demand Services.
37. **Account Activity.** Each User has an account associated with his or her login ID. Customer is responsible for all User activity that occurs via a User's account(s).



- 38. Modification.** Adobe reserves the right to add, modify, update, or discontinue features or capabilities of On-premise Software or On-demand Services. Adobe will make reasonable efforts to notify Customer of any (a) discontinuation, or (b) modification or update that, in Adobe's reasonable discretion, is detrimental or results in a diminishment of value to Customer. Adobe may provide Customer with a pro-rata refund of prepaid fees or with a service similar to any discontinued On-demand Service.
- 39. User License Transfers.** Customer may deploy Products and Services licensed on a per-User basis only to Users through a unique login ID and password. Customer may not allow the use of the same login ID by two or more Users, nor may Customer deploy the Products and Services in any shared license model or similar license deployment (including, but not limited to, floating, generic user, leased, or shift license deployment). Customer may transfer a license from one User to another User without being deemed an additional deployment, subject to any reporting requirements that may be contained in a Sales Order, and provided Customer de-installs the Product and Service from the Computer of the previous User, and the new User then uses a new ID and password.
- 40. Prerelease or Beta Version.**
- 40.1 Adobe may provide access to On-premise Software or On-demand Services, or a feature of the On-premise Software or On-demand Services, as a no-cost prerelease, early access, or beta version ("**Beta Version**"). A Beta Version does not represent the final product and may contain bugs. Adobe may choose not to release a commercial version of the Beta Version.
- 40.2 Adobe provides the Beta Version on an "AS-IS" basis. Adobe, its Affiliates, and third-party providers disclaim and make no representation or warranty of any kind, express, implied or statutory, including representations, guarantees or warranties of merchantability, fitness for a particular purpose, title, non-infringement, or accuracy. Any warranties specified in the Agreement or other sections of this PSLT do not apply to the Beta Version. Adobe further disclaims any warranty that (A) the Beta Version will meet Customer's expectations, requirements, or will be constantly available, uninterrupted, timely, secure, or error-free; (B) the results obtained from the use of the Beta Version will be effective, accurate, or reliable; or (C) any errors or defects in the Beta Version will be corrected. Adobe disclaims all liability of any kind for Customer's use of the Beta Version. Customer must promptly cease using the Beta Version and destroy all copies of the Beta Version if Adobe requests the Customer to do so. Adobe may develop, modify, improve, support, customize, and operate its products and services based on Customer's use, as applicable, of any Beta Versions.
- 41. Restriction on AI/ML.** Customer will not, and will not allow third parties to, use the Products and Services (or any content, data, output, or other information received or derived from the Products and Services) to directly or indirectly create, train, test, or otherwise improve any machine learning algorithms or artificial intelligence systems, including any architectures, models, or weights.

#### **PRODUCT SPECIFIC LICENSING TERMS FOR ADOBE CREATIVE CLOUD**

- 42. Free Version.** Adobe may provide, at no additional cost, access to Adobe software or technology services hosted by or on behalf of Adobe and provided to Customer as a shared instance ("**Free Version**"). At its option, Customer may authorize or initiate use of the Free Version, subject to the terms of this Agreement and any additional clickthrough terms. Notwithstanding the foregoing, the Free Version will be provided to Customer on an "AS-IS" basis without warranty and is not Indemnified Technology.
- 43. After Effects Render Engine.** Customer may install an unlimited number of Render Engines on Computers within its intranet if at least one Computer within its intranet has the full version of the Adobe After Effects software installed. The term "**Render Engine**" means an installable portion of the On-premise Software that enables the rendering of After Effects projects but does not include the complete After Effects user interface.
- 44. Adobe Runtime.** If the Creative Cloud On-premise Software includes Adobe AIR, Adobe Flash Player, or portion(s) of the On-premise Software embedded in a presentation, information, or materials created and

generated using the On-premise Software (each an “**Adobe Runtime**”), then distributions of the resulting output file or developer application on a non-PC device may require Customer to obtain licenses and be subject to additional royalties, for which Customer is solely responsible.

- 45. Adobe Media Encoder.** Customer may install Adobe Media Encoder (“**AME**”) on a Computer within its intranet solely for encoding, decoding, or transcoding projects created by licensed instances of the On-premise Software running on other Computers within its intranet, provided that the number of installations of AME does not exceed the number of licenses purchased for the On-premise Software. Customer may not use the foregoing implementation of AME to offer, use, or permit the use of AME (A) with software other than the On-premise Software; (B) as part of a hosted service; (C) on behalf of any third party; (D) on a service bureau basis; or (E) for operations that are not initiated by an individual User, except Customer may automate the operation that starts the process of encoding, decoding, and transcoding projects using AME within its intranet.
- 46. Collaboration Services.** If Customer is invited by another individual or organization that is using Adobe products and services under a separate agreement with Adobe (“**Third-Party Account Holder**”) to Share or edit Customer Content in a document, space, library, canvas or other collaboration environment controlled by the Third-Party Account Holder (each a “**Collaboration Space**”), Customer acknowledges and agrees that the Third-Party Account Holder is solely responsible for implementing the settings, including commenting, editing, access, publication and ownership settings, for all content, including Customer Content, in the Collaboration Space. The Third-Party Account Holder will be able to restrict or terminate Customer’s access to the Collaboration Space at any time. If Customer does not want the Third-Party Account Holder to control Customer Content, Customer should not Share or edit Customer Content in a Collaboration Space and should maintain back-up copies of Customer Content. Adobe has no responsibility or liability for any loss, use or misuse of Customer Content in a Collaboration Space. Customer acknowledges and agrees that (A) Adobe will not be a party to any disputes between Customer and any Third-Party Account Holder; (B) Customer will not seek to make Adobe a party to any such dispute, and (C) Adobe will have no liability or obligation to either Customer or a Third-Party Account Holder for any content, including Customer Content, subject to such a dispute. “**Share**” means to email, post, transmit, stream, upload, or otherwise make Customer Content available to a Third-Party Account Holder or other third party through Customer’s use of the On-demand Services.

**47. Adobe Creative Cloud Express and Adobe Spark.**

**47.1 Third-Party Services.** Adobe Creative Cloud Express and Adobe Spark may include features that allow Customer to search for content from independent third-party services from within the Creative Cloud Express and Spark user interfaces and import such content directly into Customer Projects (defined below). Creative Cloud Express and Spark provide access to such third-party services as a convenience only. Some third-party services or content may be offered for personal, non-commercial use only. For more information, please visit [Image Use Rights](#). All other requirements in the General Terms regarding use of third-party providers apply.

**47.2 Personal Information of Visitors; Customer Responsibilities.** Where Customer is given the option to use third-party services (e.g., Google Analytics) to collect personal information from visitors to Customer Projects, Adobe is not involved in the collection of such personal information and does not have visibility of or into the data such services may collect. As between Adobe and Customer, Customer is solely responsible for all personal information that Customer may collect from visitors to Customer Projects when such visitors view, access, or use Customer Projects. “**Customer Projects**” mean the projects Customer creates using Creative Cloud Express and Spark such as videos, web pages, and graphics. Customer must comply with all applicable data security and privacy laws applicable to any personal information of visitors to Customer Projects.

**PRODUCT SPECIFIC LICENSING TERMS FOR ADOBE CREATIVE CLOUD AND ADOBE SUBSTANCE 3D**

**48. Adobe Fonts Service.****48.1 Desktop Publishing.**

- (A) Customer may use Desktop Fonts that have been synchronized to Customer's Computer to design and develop Customer Documents. Customer may embed and distribute Desktop Fonts within Customer Documents so that when others view, print, or interact with Customer Documents they will see Customer's content displayed with Desktop Fonts as Customer intended; and
- (B) Customer may only embed those characters (*i.e.*, subset) of Desktop Fonts that are necessary to display, print, and view the Customer Document.

**48.2 Website Publishing.** Customer may use Web Fonts to design and develop Customer Sites and to create a Web Project for such purposes. Customer may reference or encode a link to the Web Project within a Customer Site design so that visitors to the Customer Site will see the content displayed with Web Fonts as intended.

**48.3 Obligations, Limitations, Restrictions, and Prohibited Uses of the Licensed Fonts.**

- (A) **Continuing access to the Licensed Fonts.** Ongoing access to the Licensed Fonts may require a recurring Internet connection to provision, activate, or synchronize the Licensed Fonts, or to authorize, renew, or validate Customer's access to the Licensed Fonts. In some cases, the Licensed Fonts that Customer designs into Customer Documents or Customer Sites (collectively, "**Media**") will be viewable by Customer and by third parties that access or view the Media only for as long as Customer maintains an uninterrupted subscription plan (including payment of all subscription plan fees, if applicable).
- (B) **Prohibited Uses of the Licensed Fonts.** Customer is expressly prohibited from:

- (1) allowing external output of the Licensed Fonts from within Customer's Media, or distributing any portion of the Licensed Fonts on a standalone basis or in any way that would allow another person to use the Licensed Fonts;
- (2) adding any functionality to, or otherwise changing, altering, adapting, translating, converting, modifying, creating, or making or having made any derivative works of any portion of the Licensed Fonts;
- (3) attempting to copy, move, or remove Licensed Fonts from a Web Project or from the locations or folders on Customer's Computer where Adobe has installed such Desktop Fonts, or otherwise attempting to access or use the Licensed Fonts other than by subscribing directly to the On-demand Services using the means Adobe provides for such purposes;
- (4) using a Web Project in connection with any published content Customer creates for its own customers or clients, or with any published content other than a Customer Site;
- (5) using any portion of the Licensed Fonts in a Reseller Platform without a written license from Adobe;
- (6) rendering, manufacturing, or capturing glyphs, in whole or in part, to be used as a font or typesetting system; and
- (7) hosting Web Fonts for its own customers or clients, or reselling the Licensed Fonts to them.

The prohibited uses above may not apply to certain components included with the Desktop Fonts that are under an open source license.

**48.4 Definitions.**

- (A) **“Customer Document(s)”** means any form of digital document, whether commercial or non-commercial, whether or not publicly distributed, that uses Desktop Fonts, whether or not embedded, including for print, view or display by anyone accessing the Customer Documents.
- (B) **“Customer Site(s)”** means websites, webpages, or webpage content that Customer designs, develops, or creates, that is published, and that integrates, accesses, and publicly displays Web Fonts.
- (C) **“Desktop Fonts”** means the fonts or font families that Adobe makes available through the On-demand Services for Customer to synchronize to Customer’s Computer solely for desktop publishing purposes (*i.e.*, to create Customer Documents).
- (D) **“Licensed Fonts”** means the Desktop Fonts and Web Fonts that Adobe makes available to Customer through the On-demand Services.
- (E) **“Reseller Platform”** means any service that allows its customers or clients to choose fonts for websites or other products that it provides on their behalf (*e.g.*, blogging platforms, social network profiles, etc.).
- (F) **“Web Fonts”** means the fonts or font families that Adobe makes available to Customer through the On-demand Services which Customer may use to create a Customer Site.
- (G) **“Web Project(s)”** means the software package created by Customer through the On-demand Services that comprises Customer’s preferred settings, Licensed Fonts choices, formats, style sheets, and other software code, along with any code that wraps and identifies each Licensed Font.

**48.5 Creative Cloud Customer Fonts.**

- (A) For any font or font file a Customer uploads or submits to the On-demand Services (**“Creative Cloud Customer Font”**), Customer (1) retains all rights to the unmodified Customer Fonts; (2) acknowledges that enabling the display of any Creative Cloud Customer Font with the On-Demand Services may require Adobe to use Adobe Technology, including its proprietary font-optimization technology, and that Adobe retains all rights to such Adobe Technology; and (3) acknowledges that if Adobe is informed by a foundry that Customer does not have sufficient rights to a Creative Cloud Customer Font, Adobe may remove that Creative Cloud Customer Font from Customer's account and from the Customer Content that uses that Creative Cloud Customer Font. Customer acknowledges that if Adobe removes the Creative Cloud Customer Fonts from Customer’s account, the On-demand Services, or the Customer Content that uses the Creative Cloud Customer Fonts, the display of Customer Content may change, and Adobe shall have no liability in connection with the removal. Creative Cloud Customer Fonts are considered Customer Content under the Agreement.
- (B) Notwithstanding the effect of termination or expiration of this Agreement as described in the General Terms, Customer’s access to the Creative Cloud Customer Fonts stored within the On-demand Services may terminate immediately upon the termination or expiration of the Agreement.

**PRODUCT SPECIFIC LICENSING TERMS FOR ADOBE DOCUMENT CLOUD**

- 49. Digital Certificates.** The On-premise Software or On-demand Services may include technology that allows Customer to apply digital signatures to PDF documents through the use of digital certificates. Customer may not access, attempt to access, circumvent, control, disable, tamper with, remove, use, or distribute such certificates or other corresponding encryption keys for any purpose. Customer will rely on its own legal counsel and

determinations as to the use and viability of electronic signatures in a particular country or for a particular use.

**PRODUCT SPECIFIC LICENSING TERMS FOR ADOBE SUBSTANCE 3D ASSETS AND SUBSTANCE 3D AUTOMATION TOOLKIT**

**50. Definitions.**

- 50.1 "Larger Work" means a new work of authorship that incorporates an unmodified Substance 3D Asset.
- 50.2 "Modified Work" means a new work of authorship created, at least in part, by modifying a Substance 3D Asset.
- 50.3 "Substance 3D Asset(s)" means Substance 3D assets (including, but not limited to, materials, models, lights, atlases, and decals) that are made available to Customers on the "Substance 3D Assets" (or "3D Assets") webpage, the Substance Launcher, Creative Cloud Desktop, or any other Adobe-owned properties where such assets are clearly identified as "Substance 3D Assets" or "3D Assets".

**51. Substance 3D Automation Toolkit.** For the avoidance of doubt, the terms of the Agreement apply to Customer's use of the Substance 3D Automation Toolkit.

**52. Ownership.** Adobe and its licensors retain all right, title, and interest in and to the Substance 3D Assets. Substance 3D Assets are deemed to be Adobe Technology. Customer retains all right, title, and interest in Larger Works and Modified Works, subject to Adobe's underlying intellectual property in the Substance 3D Assets.

**53. License to the Substance 3D Asset(s).** Subject to the restrictions in this Agreement, Adobe grants Customer a non-exclusive, limited, revocable, non-transferable, non-sublicensable (except as set forth in section 53.4), worldwide, perpetual license to:

- 53.1 use, copy, and modify the Substance 3D Asset(s);
- 53.2 create derivative works based on the Substance 3D Asset(s) solely in the form of a Modified Work or a Larger Work;
- 53.3 copy, publicly display, publicly perform, and distribute the Substance 3D Assets(s) only as modified into a Modified Work or as incorporated into a Larger Work; and
- 53.4 sublicense the rights in the Modified Work(s) or Larger Work(s).

**54. Substance 3D Asset(s) Usage in China.** Customer is permitted to use Substance 3D Assets in China. **Adobe disclaims all representations and warranties regarding: Customer's ability to access or use Substance 3D Assets from Computers in China. Customer may not make a claim for breach of the performance warranty or breach of contract due to Customer's inability to access or use Substance 3D Assets from Computers in China, or for performance issues caused by the restrictions on Substance 3D Assets in China.**

**55. Restrictions.** The following license restrictions apply to Substance 3D Assets:

- 55.1 Customer must not:
  - (A) publicly display, publicly perform, distribute, or sublicense a Substance 3D Asset if it has not been (1) modified into a Modified Work; or (2) incorporated into a Larger Work;
  - (B) use the Substance 3D Asset(s) in any way that allows a third party (other than a third-party contractor as permitted in the Agreement) to use, download, extract, or access the Substance 3D Asset(s) on a stand-alone basis;

- (C) take any action in connection with the Substance 3D Asset(s) that infringes the intellectual property or other rights of any person or entity, such as the moral rights of the creator of the Substance 3D Asset(s) or the rights of any person who, or any person whose property, appears in the Substance 3D Asset(s);
- (D) incorporate the Substance 3D Asset(s) into a trademark, logo, or service mark;
- (E) use the Substance 3D Asset(s) in a pornographic, defamatory, or otherwise unlawful manner; or
- (F) engage in any activity that interferes with or disrupts the Substance 3D Assets, including its servers and connected networks.

55.2 Customer may only distribute the Substance 3D Asset(s) as incorporated into Customer Content if (A) the Customer Content, without inclusion of the Substance 3D Asset(s), would qualify as an original work of authorship; and (B) the primary value of the Customer Content does not lie with the Substance 3D Asset(s) itself.

**56. Effect of Termination.** Upon expiration or termination of the Agreement, Customer may continue to use Substance 3D Assets that Customer has downloaded and paid for prior to expiration or termination, subject to

its compliance with the Agreement. Adobe is not responsible for maintaining availability of Substance 3D Assets for Customer after the expiration or termination date of the Agreement. For clarity, Customer must not sublicense or distribute any Modified Works or Larger Works that were created or used in violation of section 55 (Restrictions).

**1. Additional Definitions.**

- 1.1 **“Audio Work(s)”** means the audio tracks (including all sound recordings, musical compositions, and any other recordings containing sounds or a series of sounds, embodied therein) that are designated as Adobe Stock assets on any Website, except that “Audio Work” does not include any audio that may be in a Work.
- 1.2 **“Project”** means a specific project created by Customer that combines the Audio Work with images, video, narration, or other materials as allowed under the Agreement.
- 1.3 **“Stock Asset(s)”** means one or both of Audio Work(s) and Work(s).
- 1.4 **“Website(s)”** means Adobe Stock Services available at [www.stock.adobe.com](http://www.stock.adobe.com) (or successor URL), or other Adobe websites or applications that make available Stock Assets for license.
- 1.5 **“Work(s)”** means the Pro Images (as defined below) as well as the photographs, illustrations, images, vectors, videos, 3D assets, template assets, and other pictorial or graphic works designated as Adobe Stock assets on any Websites, and for clarity, does not mean any Audio Work.

**2. Ownership.** Except as granted in this PSLT, Adobe and its licensors retain all rights, title, and interest in and to the Stock Assets.**3. License Terms Applicable to Stock Assets.** Subject to the applicable restrictions, Adobe grants Customer and its Affiliates (if any) the following non-exclusive, perpetual (except as to Comp Licenses), worldwide, non-transferable (except pursuant to section 4 (Client Use)), non-sublicensable license types, as specified in the Sales Order:

- 3.1 **Works Standard License.** Customer may use, reproduce, archive, modify, and display the Work, in all media, for (A) advertising, marketing, promotional, and decoration purposes; and (B) personal and non-commercial uses (collectively **“Standard License”**). For clarity, Customer may distribute marketing and promotional materials, internal presentations, decorations, and digital productions that display or incorporate the Work.
- 3.2 **Works Extended License.** Customer may use, reproduce, archive, modify, and display the Work, in all media, for (A) advertising, marketing, promotional, and decoration purposes; (B) personal and non-commercial uses; and (C) incorporation into merchandise and template files intended for sale or distribution (collectively **“Extended License”**). For clarity, Customer may distribute marketing and promotional materials, internal presentations, decorations, templates, and digital productions that display or incorporate the Work.
- 3.3 **Audio Extended License.** Customer may (A) synchronize and otherwise combine the Audio Work with video, audio, and other materials, to create an unlimited number of Projects; (B) adapt, edit, and modify the Audio Work in Projects (including converting the file format, pitch-shifting, time compression, cutting, and trimming); (C) reproduce, copy, transmit, broadcast, display, publicly perform, and otherwise distribute the Audio Work as incorporated into a Project, including in radio, television, paid-access streaming video services, paid-access on-demand video services, theatrical releases, computer software applications (including mobile applications and video games), and physical point of sale locations (such as shopping malls, point of sale systems, in-store displays, and showroom videos); and (D) use Projects for any purpose, including advertising, marketing, promotional, and commercial (collectively **“Audio Extended License”**).
- 3.4 **Comp License.** Customer may use, reproduce, modify, or display “comp” (*i.e.* composite, or preview) versions of a Stock Asset solely for previewing how a Stock Asset may look or sound in production or a Project for up to 180 days from the date of download (**“Comp License”**). Unless a license is

purchased, Customer has no other rights to the comp version of the Stock Asset. A Comp License version of an Audio Work is a compressed AAC file with a .m4a file extension, unless otherwise indicated on the Website. Adobe does not guarantee that a Stock Asset that Customer uses under a Comp License will be available for license thereafter.

**4. Client Use.** Customer may use a Stock Asset for the benefit of one of its clients, provided that Customer transfers the license to its client via an enforceable written agreement between Customer and its client that includes terms no less restrictive than this Agreement. The license purchased for a Stock Asset may only belong to Customer or Customer's client. Customer must purchase additional licenses for the same Stock Asset if Customer intends to use the same Stock Asset for itself or the benefit of other clients.

**5. Restrictions.** The below restrictions are in addition to the restrictions in the General Terms, which also apply to a Stock Asset:

**5.1 General Restrictions applicable to all Stock Assets.** Customer must not:

- (A) use a Stock Asset in a way that allows a third party to use, download, extract, or access the Stock Asset as a stand-alone file, or in a way that exceeds the scope of this license to the Stock Asset;
- (B) take any action in connection with a Stock Asset that infringes the intellectual property or otherwise violates any third party rights, including without limitation the moral rights of the creator of the Stock Asset and the rights of any person who, or any person whose property, appears in the Stock Asset;
- (C) register, or apply to register, a trademark, design mark, service mark, sound mark, or tradename, that uses a Stock Asset (in whole or in part); or claim ownership rights in an attempt to prevent a third party from using a Stock Asset;
- (D) use a Stock Asset in a manner that is pornographic or defamatory, or that violates any applicable laws, rules, or regulations;
- (E) use a Stock Asset in a manner, or in connection with a subject, that a reasonable person could consider unflattering, immoral, or controversial, taking into account the nature of the Stock Asset, examples of which could include, without limitation: ads for tobacco; adult entertainment clubs or similar venues or services; implied or stated endorsements of political parties or other opinion-based movements; or implying mental or physical impairment;
- (F) use the Stock Asset in an editorial manner without the credit line or attribution, placed in a way that is reasonable to the applicable use, in this format: "[Contributor Name]/stock.adobe.com", or as designated on the Adobe Stock website for enterprise customers;
- (G) remove, obscure, or alter any proprietary notices associated with a Stock Asset, or give any express or implied misrepresentation that Customer or another third party is the creator or copyright holder of any Stock Asset; or
- (H) use a Stock Asset or any title, caption information, keywords, or other metadata associated with Stock Assets for any (1) machine learning or artificial intelligence purposes; or (2) technologies designed or intended for the identification of natural persons.

**5.2 Standard License Restrictions applicable to Works.** In addition to the restrictions in section 5.1 (General Restrictions), in respect to any Work under a Standard License, Customer may not:

- (A) in the aggregate, (1) cause or allow any Work to appear on more than 500,000 printed materials (including copies); or (2) incorporate the Work into any live, recorded, or digital production if the audience is expected to exceed 500,000 viewers, except that this restriction on audience size does not apply to Works that are displayed only on websites, social media sites, or mobile applications; and
- (B) incorporate a Work into merchandise intended for sale or distribution, including on-demand products, unless (1) the Work has been modified to the extent that the new work, as



incorporated into such merchandise, is not substantially similar to the Work and can qualify as an original work of authorship; or (2) the primary value of such merchandise does not lie with the Work itself.

- 5.3 **Audio Works Restrictions.** In addition to the restrictions in section 5.1 (General Restrictions), Customer must not:
- (A) use any Audio Work in a way that alters its fundamental character, such as to create remixes or mashups; make any other alterations for the purpose of creating new music; or otherwise alter the Audio Work except as expressly provided in section (B) of 3.3 (Audio Extended License);
  - (B) use any Audio Work as a theme song in a Project type specified in section (C) of 3.3 (Audio Extended License);
  - (C) incorporate any Audio Work into any electronic template or design template application (e.g., a web design or presentation template, or templates for electronic greeting cards or business cards);
  - (D) offer any Audio Work on a stand-alone basis or as a listening-only experience, such as a track on an album; or
  - (E) upload or make available any Audio Work as combined solely with a still image or simple one-shot video on a streaming platform (e.g. creating a playlist by using an Audio Work in combination with a visual element, where the visual element adds little to no value).
- 5.4 **Editorial Use Restrictions.** In addition to the restrictions in section 5.1 (General Restrictions) and 5.2 (Standard License Restrictions), for Stock Assets designated as “editorial use only” in the Adobe Stock On-demand Services:
- (A) Customer may only use those Stock Assets (1) in a manner that maintains the editorial context and meaning of the Work; (2) in relation to events or topics that are newsworthy or of general interest to the public; and (3) in compliance with any additional third party licensor restrictions displayed on the Website in the details panels of such Stock Assets;
  - (B) Customer must include the accompanying credit line or attribution, placed in a way that is reasonable to the applicable use, in this format: “[Contributor Name]/stock.adobe.com”, or as designated on the Website;
  - (C) Customer must not (1) use these Stock Assets for any commercial (*i.e.*, promotional, advertorial, or merchandising) purpose; or (2) modify these Stock Assets, except for minor adjustments for technical quality or slight cropping or resizing; and
  - (D) if Customer wishes to use an editorial Stock Asset for a commercial purpose, Customer must first (1) obtain a license directly from the copyright owner of the Stock Asset; and (2) secure additional permissions as necessary.
6. **Attribution.** In addition to the obligations in section 5.1(F), if a Stock Asset is used in (A) a context where any other stock content provider receives attribution, Customer also must include substantially similar attribution for Adobe Stock; and (B) an audio-visual production, Customer must use commercially reasonable efforts to include attribution for Adobe Stock in accordance with industry standards, and where possible, in the following format: (1) for Works: “[Contributor Name]/stock.adobe.com”; and (2) for Audio Works: “[Song Title] performed by [Artist's Name]/via Adobe Stock”.
7. **Special Terms for Creative Cloud All Apps – Pro Edition; Creative Cloud Single App Pro; and Adobe Stock Images Pro.** The terms of this section 7 apply only to Pro Images that Customer has licensed as part of (A) Creative Cloud All Apps – Pro Edition or Creative Cloud Single App Pro (collectively, “CC Pro”); or (B) Adobe Stock Images - Pro Edition (“**Adobe Stock Pro**”). If there is a conflict between this section 7 and any other term of this PSLT or the Agreement, this section 7 controls with respect to Pro Images only.
- 7.1 **Pro Images Definition.** “Pro Images” means (A) photographs, illustrations, and vectors that are designated by Adobe as “standard” Works that Customer may license as part of CC Pro or Adobe Stock

Pro; and (B) any other asset types listed in the Stock Product Description (as defined below) as being available to Customer for license as part of CC Pro or Adobe Stock Pro. For clarity, an asset type is not a “Pro Image” unless expressly listed in this definition.

## 7.2 License and Conditions for Pro Images.

- (A) Pro Images are licensed to Customer under an Extended License. The Extended License is perpetual for the specific uses of the Pro Images that Customer has used prior to the end of the License Term, including the Grace Period as applicable;
- (B) The License Term will be deemed to continue through any seamless extensions or renewals of the applicable Sales Order;
- (C) Customer may download an unlimited number of Pro Images during the License Term;
- (D) Customer may not stockpile Pro Images or otherwise abuse access to the Adobe Stock On-demand Services; and
- (E) Only Users licensed for CC Pro or Adobe Stock Pro may use the Adobe Stock APIs to access Pro Images.

**7.3 Effect of Termination or Expiration of CC Pro or Adobe Stock Pro.** Upon the earlier of the termination or expiration of the License Term or the Agreement, Customer will have a 30-day grace period (“**Grace Period**”) to use any Pro Image downloaded and paid for prior to such expiration or termination, and any Pro Image so used remains subject to the terms of this PSLT. Any Pro Image downloaded and paid for by Customer prior to expiration or termination, but not used before the end of the Grace Period, is not considered licensed. Customer may not download Pro Images during the Grace Period. Other than as permitted during the Grace Period, Customer may not use a Pro Image for the first time, or in a new context (such as on new or different merchandise), after the expiration or termination. Immediately after the Grace Period ends, Customer must delete all unused Pro Images.

## 8. Third Party Intellectual Property Claims.

**8.1 Adobe’s Obligations.** For purposes of this PSLT, an “**Infringement Claim**” as defined in the General Terms includes a third-party Claim against Customer during the License Term to the extent the Claim alleges that an Indemnified Stock Asset directly infringes the third party’s patent, copyright, trademark, publicity, or privacy rights. “**Indemnified Stock Asset**” means a Stock Asset not designated as “editorial use only” that Customer has downloaded and paid for.

**8.2 Additional Conditions.** Adobe will have no liability for any Claim that is a result of: (A) any modification of a Stock Asset; (B) any combination of a Stock Asset with any other material or information; (C) any use of a Stock Asset after Adobe has instructed Customer to stop using it; (D) Customer’s use of a Stock Asset in violation of this Agreement; or (E) the context in which Customer uses a Stock Asset.

**9. Reservation.** If Customer has actual knowledge, or if Customer or Adobe reasonably believe, that a Stock Asset may be subject to a third-party Claim, then Adobe may instruct Customer to cease all use, reproduction, modification, display, distribution, and possession of that Stock Asset, and Customer must promptly comply with Adobe’s instructions, and ensure Customer’s clients, distributors, employees, and employers stop using the Stock Asset. Adobe may, at any time, (A) terminate the license to any Stock Asset upon notice to Customer in the event of Customer’s breach of this Agreement; (B) discontinue the licensing of any Stock Asset; and (C) deny the downloading of any Stock Asset.

**10. Adobe Stock APIs.** Customer shall not use Adobe Stock APIs.

**11. Product Description.** The Adobe Stock product description (<https://helpx.adobe.com/legal/product-descriptions/stock.html> or successor URL) (“**Stock Product Description**”) is incorporated herein by this reference, and Customer’s use of the Adobe Stock On-demand Services is subject to the terms of the Stock Product Description that are applicable to Customer’s Sales Order.

**12. Legal Counsel.** Customer will rely on its own legal counsel as to its use of Stock Assets.

- 13. Effect of Termination or Expiration.** Upon termination or expiration of the applicable Sales Order or the Agreement: (A) except as otherwise set forth in section 7.3 (Effect of Termination for Pro Images), Customer may continue to use Stock Assets (excluding Pro Images) that Customer has downloaded and paid for; and (B) Customer should download any Stock Assets licensed by Customer, and make note of any license validation codes issued upon license of an Audio Work, as such Stock Assets and license codes may not be always available after termination or expiration, although Customer's admin will have access to Stock Assets licensed under this Agreement and Customer's related license history for 30 days in the same format then available within the Adobe Stock On-demand Services.
- 14. Third-Party Notices.** The creators of certain public standards and publicly available code, as well as other third-party licensors, require that certain notices be passed through to the end users of the Adobe Stock On-demand Service. These third-party notices are located at <http://www.adobe.com/go/thirdparty> (or a successor URL). The inclusion of these third-party notices does not limit Adobe's obligations to Customer.

## PSLT – Adobe Desktop Software (2019v1)

**57. Multiple-User Access.**

- 57.1 If On-premise Software licensed on a per-User basis is installed on a Computer accessible by more than one User, then the total number of Users (not the concurrent number of users) capable of accessing the On-premise Software must not exceed the license quantity stated in the SalesOrder.
- 57.2 Customer may not install or access (either directly or through commands, data, or instructions) the On-premise Software for operations not initiated by an individual User (e.g., automated server processing).

**58. Activation; Installation.**

- 58.1 **Activation Limits.** If Customer licenses the On-premise Software on a per-User basis, then each User may activate the On-premise Software on up to two Computers at a time; however, each User is not permitted to use the On-premise Software on these two Computers simultaneously.
- 58.2 If Customer licenses the On-premise Software on a per-Computer basis, then Customer may install each licensed copy of the On-premise Software only on one desktop computer.

**59. Updates.** Customer agrees to receive updates from Adobe as part of Customer's use of the On-premise Software. Unless configured by Customer to prevent automatic updates, some On-premise Software may automatically download and install updates on Customer's system from time to time.

**60. Serial Numbers.** This section applies to Customer if Customer is utilizing serial numbers to deploy On-premise Software as of the Effective Date. Adobe is updating its application licensing technology. Once Adobe ports the On-premise Software to this new technology starting in October 2018, new versions of the On-premise Software will not be accessible to those Customers who use serial numbers to deploy the On-premise Software.

**61. Sample Files.** Customer may use Sample Files only for the purpose for which they were provided. "Sample Files" means the Adobe-provided sample files such as content images, clip art, stock images or sounds for use in tutorials, demonstrations, and for other trial purposes, which may be identified as sample files. Customer may not distribute Sample Files on a stand-alone basis (i.e., any circumstance where the primary value of the distributed product lies in the Sample Files) nor claim any rights in the Sample Files.

**62. Content Files.** "Content Files" means Adobe assets provided as part of the On-Premise Software or On-demand Services. Unless documentation or specific licenses state otherwise, Adobe grants Customer a non-exclusive, non-sublicensable and non-transferable license to use the Content Files to create Customer's end use (i.e., the derivative application or product authored by Customer) into which the Content Files, or derivations thereof, are embedded for Customer's use ("End Use"). Customer may modify the Content Files prior to embedding them in the End Use. Customer may reproduce and distribute Content Files only in connection with Customer's End Use; however, under no circumstances may Customer distribute the Content Files on a stand-alone basis outside of the End Use.

**63. Embedded Use.** Customer may embed or distribute, as applicable, any software made available to Customer through the On-Premise Software (including runtimes, add-ins, and utilities provided with the On-premise Software, for example as part of an application that is packaged to run on the Apple iOS or Android™ operating systems) as part of developer applications, electronic documents or content, and may only permit use of such software in connection with such application, document or content. No other embedding rights are implied or permitted.

- 64. On-demand Services Accessible Through On-premise Software.** The On-premise Software may facilitate Customer's access to content, websites and services that are provided by Adobe or third parties. Use of Adobe On-demand Services is subject to the applicable Adobe Product Specific Licensing Terms associated with the Adobe On-demand Services. If Customer does not agree to the applicable Product Specific Licensing Terms, Customer is not permitted to access or use the On-demand Services.
- 65. After Effects Render Engine.** Customer may install an unlimited number of Render Engines on Computers within its intranet if at least one Computer has the full version of the Adobe After Effects software installed. The term "**Render Engine**" means an installable portion of the On-premise Software that enables the rendering of After Effects projects, but does not include the complete After Effects user interface.
- 66. Digital Certificates.** The On-premise Software may include technology that allows Customer to enable certain features of PDF documents through the use of digital credentials ("**Key**"). Customer may not access, attempt to access, control, disable, remove, use, or distribute the Key for any purpose. Digital certificates may be issued by third party certificate authorities, or can be self-signed. Customer is solely responsible for deciding whether or not to rely on a certificate and for the purchase, use, and reliance upon digital certificates.
- 67. Adobe Runtime.** If the On-premise Software includes Adobe AIR, Adobe Flash Player, or portion(s) of the On-premise Software embedded in a presentation, information, or materials created and generated using the On-premise Software (collectively "**Adobe Runtime**"), then distributions of the resulting output file or developer application on a non-PC device may require Customer to obtain licenses and be subject to additional royalties, for which Customer is solely responsible.
- 68. Adobe FrameMaker or RoboHelp.** If the On-premise Software includes Adobe FrameMaker or RoboHelp software, use of the Adobe PDF Creation Add-On software that may be installed with FrameMaker or RoboHelp software is permitted only in conjunction with the FrameMaker or RoboHelp software. All other uses of the Adobe PDF Creation Add-on software under this license, including use with other software or applications, are prohibited.
- 69. Redistributables in Adobe RoboHelp.** Customer may reproduce and distribute, in object code form only, any code designated as available for redistribution ("**Redistributables**"), provided, that Customer does not distribute the Redistributables as a stand-alone product.
- 70. Adobe Media Encoder.** Customer may install Adobe Media Encoder ("**AME**") on a Computer within its intranet solely for encoding, decoding, or transcoding projects created by licensed instances of the On-premise Software running on other Computers within its intranet, provided that the number of installations of AME does not exceed the number of licenses purchased for the On-premise Software. Customer may not use the foregoing implementation of AME to offer, use, or permit the use of AME (A) with software other than the On-premise Software, (B) as part of a hosted service, (C) on behalf of any third party, (D) on a service bureau basis, or (E) for operations that are not initiated by an individual User, except Customer may automate the operation that starts the process of encoding, decoding, and transcoding projects using AME within its intranet.
- 71. Third-Party Notices.**
- 71.1 Third-Party Notices.** The creators or third-party licensors of certain standards and technology ("**Third-Party Materials**"), require that certain notices be passed through to the end users of the On-premise Software. These third-party notices are located at <http://www.adobe.com/go/thirdparty> (or a successor website thereto) ("**Third-Party Notice Page**"). The inclusion of these third-party notices does not limit Adobe's obligations to the Customer for Third-Party Materials integrated into the On-premise Software.
- 71.2 AVC DISTRIBUTION.** The notices applicable to On-premise Software containing AVC import and export functionality are located on the Third-Party Notice Page:

<http://www.adobe.com/go/thirdparty> (or a successor website thereto).

- 72. Use of On-premise Software in China.** If Customer has Users in China, such Users are only permitted to activate the On-premise Software referred to by Adobe as “**Creative Cloud for Enterprise Offering in China**” and “**Acrobat for Enterprise Offering in China**” (collectively, “**China Offering**”). Customer is not permitted to use the China Offering, or component thereof, anywhere outside of China. All warranties provided by Adobe to Customer in this Agreement are void for any version of the On-Premise Software activated by Users in China that is not the China Offering.
- 73. Modification.** Adobe will make reasonable efforts to notify Customer of any modification or discontinuation of any On-premise Software or any portions thereof. Adobe will provide Customer with a pro-rata refund of prepaid fees for any discontinued On-premise Software.
- 74. User License Transfers.** Customer may deploy Products and Services licensed on a per User basis only to an individual(s) (either an employee or contractor of Customer) through a unique login ID and password. Customer may not allow the use of the same login ID by two or more Users, nor may Customer deploy the Products and Services in any shared license model or similar license deployment (including, but not limited to, floating, generic user, leased, or shift license deployment). Customer may transfer a license from one User to another individual (either an employee or contractor of Customer) without being deemed an additional deployment, subject to any reporting requirements that may be contained in a Sales Order, and provided Customer de-installs the Product and Service from the Computer of that User, and the new employee or contractor then uses a new ID and password.

**EXHIBIT B  
HUB SUBCONTRACTING PLAN**

## EXHIBIT C

## HIPAA BUSINESS ASSOCIATE SUBCONTRACTOR AGREEMENT

This HIPAA Business Associate Subcontractor Agreement ("BASA") is by and between Adobe Inc., having a principal place of business at 345 Park Avenue, San Jose, CA 95110, USA ("Adobe") and Customer's Affiliate, Texas A&M University, and describes the obligations and responsibilities of the parties in accordance with HIPAA (as defined below). More specifically, this BASA applies to Customer's use of one or more HIPAA-Ready (as defined below) Products and Services, as licensed in the applicable license or services agreement (the "Licensing Agreement") between Adobe and Customer, to create, receive, maintain, or transmit Protected Health Information ("PHI") (as defined below) and sets forth Adobe's obligations and restrictions as a Subcontractor of Customer with respect to such PHI. This BASA is incorporated by reference into the Licensing Agreement. In the event of a conflict between this BASA and the terms of the Licensing Agreement, this BASA shall control only with respect to the permitted Uses and Disclosures of PHI. The term of this BASA commences as of the BASA Effective Date and terminates upon termination of the Licensing Agreement, unless terminated earlier by Adobe or Customer in accordance with this BASA and Licensing Agreement.

### 1. DEFINITIONS

Except as otherwise defined in this BASA, capitalized terms shall have the definitions set forth in HIPAA, and if not defined by HIPAA, such terms shall have the definitions set forth in the Licensing Agreement.

- a) "Adobe" means Adobe Inc., or its wholly owned subsidiaries Marketo, Inc. or Workfront, as specified in an order for Products and Services that are HIPAA-Ready.
- b) "Customer" means, for this BASA only, any Customer Affiliate (as applicable) that is a Business Associate, and that is licensed to access and use the applicable HIPAA-Ready Products and Services under the Licensing Agreement.
- c) "Electronic Protected Health Information" or "ePHI" has the meaning given to "electronic protected health information" under 45 C.F.R. § 160.103, limited to the information Adobe creates, receives, maintains, or transmits on behalf of Customer.
- d) "HIPAA" collectively means the administrative simplified subtitle of the Health Insurance Portability and Accountability Act, as amended, and its implementing regulations at 45 C.F.R. parts 160 to 164.
- e) "HIPAA-Ready" means the Adobe Products and Services: listed on <https://www.adobe.com/trust/compliance/hipaa-ready.html>, provided that Customer is expressly authorized via a written Sales Order to use for creating, receiving, maintaining, or transmitting PHI in accordance with this BASA and the applicable Licensing Agreement.
- f) "Individual" has the same meaning as the term "individual" under 45 C.F.R. § 160.103, except it shall also include a personal representative of the individual pursuant to 45 C.F.R. § 164.502(g) of the Privacy Rule.
- g) "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information, codified at 45 C.F.R. part 160 and Subparts A and E of part 164.
- h) "Protected Health Information" or "PHI" has the same meaning given to "protected health information" under 45 C.F.R. § 160.103, limited to the information Adobe creates, receives, maintains, or transmits on behalf of Customer.
- i) "Security Rule" means the Security Standards for the Protection of Electronic Protected Health Information, codified at 45 C.F.R. part 160 and Subparts A and C of part 164.
- j) "Secretary" means the Secretary of the Department of Health and Human Services or his or her designee.

### 2. Applicability

- a) Notwithstanding any applicable definitions under HIPAA, Customer acknowledges that Adobe is only responsible for treating as PHI, any PHI created, received, maintained, or transmitted through HIPAA-Ready Products and Services.
- b) Customer agrees that it will only create, receive, maintain, or transmit PHI using Adobe HIPAA-Ready Products and Services, or when providing PHI to Adobe for purposes of support or Professional Services as agreed to in the applicable Sales Order or Statement of Work.
- c) If Customer requests Adobe's assistance to remove PHI, Adobe will use commercially reasonable efforts to remove such PHI, except to the extent Adobe is required by applicable law to preserve such PHI. Where Customer requests Adobe's assistance to store PHI longer than as set out in the applicable Licensing Agreement, Customer is responsible for any additional costs associated with such removal of PHI or for any costs incurred by Adobe in additional storage and/or retention of Customer's PHI.



- d) Adobe may at its sole discretion update the list of HIPAA-Ready Products and Services from time to time at <https://www.adobe.com/trust/compliance/hipaa-ready.html>. This BASA will apply to any additional HIPAA-Ready Products and Services listed on the website provided Customer is expressly authorized via a written Sales Order to access and use such additional HIPAA-Ready Products and Services.

3. **PERMITTED USES AND DISCLOSURES BY ADOBE**

- a) **Permitted Uses and Disclosures of PHI.** Adobe may Use and Disclose PHI to perform functions, activities, or services for, or on behalf of Customer, as specified in the Licensing Agreement, to the extent that such a Use or Disclosure of PHI would not violate the requirements of the Privacy Rule if done by Customer.
- b) **Use for Management and Administration.** Consistent with 45 C.F.R. § 164.504(e)(4), Adobe may Use PHI as necessary (i) for the proper management and administration of Adobe's business, and (ii) to carry out Adobe's legal obligations under the BASA or applicable law.
- c) **Disclosure for Management and Administration.** Consistent with 45 C.F.R. § 164.504(e)(4), Adobe may Disclose PHI as necessary for the proper management and administration of Adobe or to carry out Adobe's legal obligations, provided (i) the Disclosure is required by Law, or (ii) Adobe obtains reasonable assurances from the third-party to whom the information is Disclosed that it will be held in confidence, Used or further Disclosed only as required by Law or for the purpose for which it was Disclosed to the third-party, and that third-party agrees to immediately notify Adobe in writing of any instances of which the third-party becomes aware in which the confidentiality of the information has been breached or is suspected to have been breached.
- d) **Reporting Violations.** Adobe may Use PHI to report violations of law to appropriate Federal and State authorities consistent with 45 C.F.R. § 164.502(j)(1).
- e) **Minimum Necessary.** Adobe will make reasonable efforts to Use and Disclose PHI in accordance with the minimum necessary standard at 45 C.F.R. § 164.502(b) and its implementation specifications at 45 C.F.R. § 164.514(d).
- f) **Data Aggregation.** Adobe may use ePHI to provide data aggregation services as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

4. **ADOBE OBLIGATIONS**

- a) **Limitations on Use and Disclosure.** Adobe will Use or Disclose PHI as permitted or required by this BASA or as Required by Law, provided that any such Use or Disclosure would not violate HIPAA if done by a Covered Entity, unless permitted under HIPAA for a Business Associate.
- b) **Appropriate Safeguards.** Adobe will use reasonable and appropriate safeguards and comply with the Security Rule with respect to ePHI, to prevent Use or Disclosure of PHI other than as provided for by this BASA.
  - i. **Security Incidents.** Adobe will report to Customer without undue delay after becoming aware of any Security Incident. This section shall hereby serve as notice of, the regular occurrence of unsuccessful attempts at unauthorized access, Use, Disclosure, modification, or destruction of ePHI or unsuccessful attempts at interference with system operations in an information system containing ePHI and Customer agrees no additional notification is required. Customer acknowledges that limited information may be available to Adobe and Customer in this initial report, which Adobe will supplement as set forth below.
  - ii. **Breach of Unsecured protected health information.** Without unreasonable delay, Adobe shall supplement the initial report of a Security Incident with either: (1) documentation demonstrating that the incident does not constitute a Breach of Unsecured protected health information (as defined in 45 CFR § 164.402); or (2) the content of a Breach notification in accordance with 45 C.F.R. § 164.410 to the extent available to Adobe. Because Adobe generally cannot readily

identify Customer Content, Customer may be solely responsible for identifying which Individuals, if any, may have been included in the Customer Content that was the subject of a Breach and for providing a brief description of the PHI that was the subject of the Breach.

- iii. Cooperation. Adobe shall reasonably cooperate with Customer's investigation and response to a Security Incident, and/or Breach of Unsecured Protected Health Information, including providing information in Adobe's possession that is reasonably necessary for Customer to determine whether a Security Incident is a Breach of Unsecured Protected Health Information.
- c) Adobe's Subcontractors. In accordance with 45 C.F.R. §§ 164.308(b)(2) and 164.502(e)(1)(ii), Adobe will ensure that any Subcontractor that creates, receives, maintains, or transmits PHI on behalf of Adobe agrees in writing to the same restrictions and conditions required by HIPAA that apply through this BASA to Adobe with respect to such PHI, including compliance with the applicable requirements of the Security Rule.
- d) Adobe's Internal Records. Adobe will make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the U.S. Department of Health and Human Services ("HHS") for purposes of determining Customer's compliance with HIPAA. Nothing in this section will waive any applicable privilege or protection, including with respect to trade secrets and Confidential Information.

## 5. CUSTOMER OBLIGATIONS

- a) Customer must promptly notify Adobe in writing of any limitation(s) in Customer's notice of privacy practices under 45 C.F.R. § 164.520, to the extent that such limitation(s) may affect Adobe's Use or Disclosure of PHI. To the extent Customer notifies Adobe, this will be considered a material breach in the Licensing Agreement.
- b) **Customer must promptly notify Adobe in writing of any changes in, or revocation of, the permission by an Individual to Use or Disclose PHI, to the extent that such changes affect Adobe's Use or Disclosure of PHI. To the extent that Adobe receives notice of a limitation and Customer does not remove such data of the Individual within the cure period set out in the Licensing Agreement, then Adobe may immediately terminate this BASA.**
- c) **Customer shall promptly notify Adobe in writing of any restriction on the Use or Disclosure of PHI that Customer is required to abide by under 45 C.F.R. 164.522, to the extent that such restriction may affect Adobe's Use or Disclosure of PHI. To the extent that Adobe receives notice of a limitation that Adobe cannot reasonably implement, Adobe shall notify Customer and Adobe may immediately terminate this BASA.**
- d) **Customer shall not request or cause Adobe to Use or Disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Customer, except for Uses and Disclosures set forth at Sections 3(b), (c), and (f) of this BASA.**
- e) **Customer acknowledges that some HIPAA-Ready Products and Services rely on a shared security model in which Adobe's ability to secure PHI is contingent on Customer's appropriate configuration and use of the HIPAA-Ready Products and Services. For each HIPAA-Ready Product and Service, Customer shall comply with all requirements in the License Agreement and/or as detailed here: <https://www.adobe.com/trust/compliance/hipaa-ready.html>, and as may be updated from time to time at Adobe's sole discretion.**
- f) **This BASA does not apply to Customer's use of any third-party services or Adobe Products and Services that are (i) not HIPAA-Ready Products and Services, or (ii) that integrate with the HIPAA Ready Services.**
- g) **Access and amendment to PHI. Customer has access to PHI Customer creates, receives, maintains, or transmits to Adobe's HIPAA-Ready Products and Services through Customer's use of the HIPAA-Ready Products and Services. Customer may directly access the PHI to provide an Individual copies of their PHI or to amend an Individual's PHI and incorporate such amendments as directed by an Individual to Customer in accordance with 45 C.F.R. § 164.526. If Customer is unable to access or amend such PHI, to the extent Adobe has access to the PHI that Customer does not have access to, and is required to carry out Customer's obligation and Customer request Adobe's reasonable assistance in writing to access such PHI or to amend such PHI and incorporate the amendment to the PHI then Adobe will use commercially reasonable efforts to respond to such request in accordance with 45 CFR § 164.504.**
- h) **Effect of Termination.**

- i. At the termination of the Licensing Agreement, Customer must remove all PHI Customer has created, received, maintained, or transmitted by Customer in Adobe's HIPAA-Ready Products and Services. After Customer has removed the PHI, to the extent any of Customer's PHI remains in Adobe's HIPAA-Ready Products and Services, Adobe will delete such PHI in accordance with Adobe's policies for data deletion of PHI.
- ii. Upon termination of the Licensing Agreement, Customer must immediately cease creating, receiving, maintaining, or transmitting PHI using the HIPAA-Ready Products and Services.

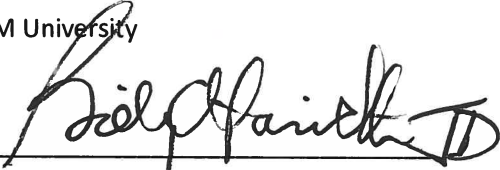
6. **MISCELLANEOUS**

a) **Survival.** The respective rights and obligations of Adobe under the Effect of Termination section of this BASA survive the termination of the BASA.

Signature of the Sales Order to which this is attached constitutes Adobe's agreement to the terms of this BASA. Each party acknowledges that it has carefully read and fully understood this BASA, and each agrees to be bound by its terms. This BASA will become effective on the date of last signature ("BASA Effective Date").

Agreed to and Accepted by:

Texas A&M University

 9-30-2022

Name: Billy Hamilton

Title: Deputy Chancellor & CFO

Date: 9/30/2022

