

Schedule 1 : General Order Form

PROCURE IT VERSION 3.2

CUSTOMER

Item 1 Name of Customer

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Customer's full legal name:	The State of New South Wales by its Department of Education ABN 40 300 173 822

Item 2 Service Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Customer's service/delivery address:	105 Philip Street, Parramatta, NSW 2150, Australia

Item 3 Customer's Representative

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Representatives (clause 23.1)	
Specify an employee who is the Customer's Authorised Representative:	[REDACTED]

CONTRACTOR

Item 4 Name of Contractor

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Contractor's full legal name:	Adobe Systems Software Ireland Limited (ABN: 18 586 921 900), as authorised agent of Adobe Systems Pty Ltd (ABN: 72 054 247 835)

Item 5 Service Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Contractor's service/delivery address:	4-6 Riverwalk, Citywest Business Campus, Dublin 24, Ireland Notices to be sent to: ContractNotifications@adobe.com

Item 6 Contractor’s Representative

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Representatives (clause 23.1)	
Specify an employee who is the Contractor’s Authorised Representative:	

Item 7 Head Agreement - Not Applicable

Item 8 Modules that form part of the Customer Contract

Formation (clause 3.8(a))

Indicate, by marking with an X, the Modules that apply

- | | | | |
|--|-------------------------------------|---|--------------------------|
| Module 1 – Hardware Acquisition and Installation | <input type="checkbox"/> | Module 11 – Telecommunications as a Service | <input type="checkbox"/> |
| Module 2 – Hardware Maintenance and Support Services | <input type="checkbox"/> | Module 12 – Managed Services | <input type="checkbox"/> |
| Module 3 – Licensed Software | <input checked="" type="checkbox"/> | Module 13 – Systems Integration | <input type="checkbox"/> |
| Module 4 – Development Services | <input type="checkbox"/> | Module 13A – Major Project Systems Integration Services | <input type="checkbox"/> |
| Module 5 – Software Support Services | <input checked="" type="checkbox"/> | | |
| Module 6 – Contractor Services | <input type="checkbox"/> | | |
| Module 7 – Professional Services | <input type="checkbox"/> | | |
| Module 8 – Training Services | <input type="checkbox"/> | | |
| Module 9 – Data Migration | <input type="checkbox"/> | | |
| Module 10 – As a Service | <input checked="" type="checkbox"/> | | |

Item 9 Schedules that form part of the Customer Contract in addition to the General Order Form

Formation (clause 3.8(b))

Indicate, by marking with an X, the Schedules that apply

- | | | | |
|--|-------------------------------------|---|--------------------------|
| Schedule 1 – General Order Form | Applies | Schedule 7 – Statutory Declaration - Subcontractor | <input type="checkbox"/> |
| Schedule 2 – Agreement Documents | <input checked="" type="checkbox"/> | Schedule 8 – Deed of Confidentiality | <input type="checkbox"/> |
| Schedule 3 – Service Level Agreement | <input type="checkbox"/> | Schedule 9 – Performance Guarantee | <input type="checkbox"/> |
| Schedule 4 – Variation Procedures | <input checked="" type="checkbox"/> | Schedule 10 – Financial Security | <input type="checkbox"/> |
| Schedule 5 – Escrow Deed | <input type="checkbox"/> | Schedule 11 – Dispute Resolution Procedures | <input type="checkbox"/> |
| Schedule 6 – Deed Pooled – Approved Agents | <input type="checkbox"/> | Schedule 12 – Project Implementation and Payment Plan | <input type="checkbox"/> |

Item 10 Contract Period

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contract Period (Clause 2.4)	

Specify the Commencement Date if it is not the date when the Customer and the Contractor sign the Customer Contract:	15 May 2021
Specify the end of the Contract Period:	31 March 2024
Specify any period of extension of the Contract Period in days/weeks/years:	NIL

Item 11 Common Details

Formation (clause 3.4)			
Product and/or Service	SKU	Quantity	Extended Price
All in accordance with Exhibit A – Adobe Enterprise Term License Agreement Sales Order			

Item 12 Delivery Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Delivery (clause 5.1)	
Specify the address of the Site where deliveries to be made:	Not applicable
Specify any delivery instructions:	Not applicable
Specify the hours during which delivery may be made to the Site:	Not applicable

Item 13 Contract Specifications

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
If the Contract Specifications are the User Documentation leave this Item blank. If the Contract Specifications comprise other documents, list those documents in order of priority:	Module 3 (Licensed Software) Order Form; Module 10 (As a Service) Order Form; Module 5 (Software Support Services) Order Form; Schedule 1 (General Order Form); then Schedule 2 (Agreement Documents)
System (clauses 5.11 and 9.3)	
Specify whether the Products and Services comprise a System.	The Products and Services do not comprise a System

Item 14 Payment

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Payment (clauses 11.1 and 11.2)	
Invoicing (clauses 11.7 and 11.9)	
Specify the Customer's officer to receive invoices:	[REDACTED]

Spec fy address to wh ch nvo ces shou d be sent:	edconnect.accountspayab e@det.nsw.edu.au
Spec fy the number of days from rece pt of a Correct y Rendered Invo ce that the Customer must make payment. If th s Item s not comp eted, the Customer must pay the Contractor w th n 30 days from rece pt of a Correct y Rendered Invo ce.	30 days A nvo ces w on y be de vered e ctro n ca y to Customer v a ema to the ema address prov ded above.
Spec fy when the Contract Pr ce must be pa d: E.g. f the ear er Pr ce s to be pa d on de very, nsert "The Contract Pr ce s due on de very". If payment s to be made on more than one occas on then cons der us ng a PIPP under Item 20.	In accordance w th the b ng cyc e for each of the Enterpr se L cense Products and Serv ces set out n Exh b t A – Adobe Enterpr se Term L cense Agreement Sa es Order.
Spec fy whether the Contract Pr ce s f xed: E.g. does the un t Pr ce per tem vary for nf at on or other factors? If so, spec fy the ca cu at on for Pr ce var at ons:	P ease refer to Exh b t A - Adobe Enterpr se Term L cense Agreement Sa es Order, sect on 6.

Item 15 User Documentation – Not Applicable

Item 16 Management Committee – Not Applicable

Item 17 Performance Review Procedures – Not Applicable

Item 18 Site Preparation and Maintenance – Not Applicable

Item 19 Implementation Planning Study – Not Applicable

Item 20 Project Implementation and Payment Plan (PIPP) and Staged Implementation – Not Applicable

Item 21 Liquidated Damages – Not Applicable

Item 22 Customer Supplied Items (CSI) and Customer Assistance – Not Applicable

Item 23 Escrow – Not Applicable

Item 24 Business Contingency Plan – Not Applicable

Item 25A Transfer of Records outside NSW - Customer Data

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Customer Data (clause 7.5)	
Spec fy whether any State Records w be transferred to the Contractor s possess on under the Customer Contract. If yes, Customer to state whether consent s prov ded to transfer State Records	The Serv ces prov ded by the Contractor do not genera y a ow the Customer to transfer any State Records to the Contractor s possess on.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>outside the jurisdiction of New South Wales.</p> <p>If consent is granted, Customer to specify:</p> <ul style="list-style-type: none"> the jurisdiction(s) for which consent is granted the conditions on which such consent is granted. <p>Note: Clause 7.5 of the Customer Contract requires that the Contractor must not transfer, take or send Customer Data which is a State Records without the Customer's prior written consent.]</p>	<p>If the Contractor does receive any State Records under the Customer Contract, then the Customer consents to the Contractor transferring those State Records to the Contractor's Personnel and approved sub-contractors to the extent required for the Contractor to provide the Services under the Customer Contract.</p> <p>If the Contractor does receive any State Records under the Customer Contract the Customer consents to the Contractor transferring any State Records outside of New South Wales to the following jurisdictions in respect of the following Products:</p> <p>(A) Adobe Creative Cloud — Virginia, USA, Ireland and Japan.</p> <p>(B) Captivate Prime — Virginia, USA and Frankfurt, Germany.</p> <p>(C) AEM Forms — Australia.</p> <p>(D) Adobe Stock — Virginia and Oregon, USA, Germany, France, Ireland and Japan.</p>

Item 25B Transfer of Records outside NSW – Personal Information

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>Privacy (clause 15)</p>	
<p>Customer to specify whether consent is provided to transfer Personal Information outside the jurisdiction of New South Wales.</p> <p>If consent is granted, Customer to specify:</p> <ul style="list-style-type: none"> the jurisdiction(s) for which consent is granted the conditions on which such consent is granted. <p>Note: Clause 15.1(h) of the Customer Contract requires that the Contractor must not transfer, take or send Customer Data which is a State Records without the Customer's prior written consent.]</p>	<p>The Customer advises the Contractor that it is possible that Personal Information may be transferred to Contractor under this Customer Contract. The Customer acknowledges and agrees that insofar as Personal Information may be included within Customer Data, the Contractor may be unaware of such inclusion and such Personal Information will be treated in accordance with the requirements of this Customer Contract applicable to Customer Data generally.</p> <p>If the Contractor does receive any Personal Information under the Customer Contract, then the Customer consents to the Contractor transferring that Personal Information to the Contractor's Personnel and approved sub-contractors to the extent required for the Contractor to provide the Services under the Customer Contract (e.g. for the purposes of order processing, invoicing, provisioning etc.).</p> <p>If the Contractor does receive any Personal Information under the Customer Contract the Customer consents to the Contractor transferring any Personal Information outside of New South Wales to the following jurisdictions in respect of the following Products:</p> <p>(A) Adobe Creative Cloud — Virginia, USA, Ireland and Japan.</p> <p>(B) Captivate Prime — Virginia, USA and Frankfurt, Germany.</p> <p>(C) AEM Forms — Australia.</p> <p>(D) Adobe Stock — Virginia and Oregon, USA, Germany, France, Ireland and Japan.</p>

Item 2 Secrecy and Security

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
<p>Access to Customer's Site (clause 7.11)</p> <p>Specify any secrecy or security requirements that the Contractor and its Personnel must comply with: E.g. insert a reference to any document that includes a security requirement.</p>	<p>Not applicable</p>
<p>Timeframes for response to a Security Issue</p> <p>Specify whether Customer agrees to any alternative timeframe for:</p> <ul style="list-style-type: none"> • Notification of actual, alleged or suspected security breach (clause 7.12(a)) [Note: default is immediate notification] • Investigation of Security Issue (clause 7.12(b)) Note: default is within 48 hours from notification] • Remedy the Security Breach (clause 7.12(c)). Note: the default is within 24 hours from conclusion of investigation]. <p>Any alternative timeframes agreed to in this General Order Form must:</p> <ul style="list-style-type: none"> • be approved by the Customer's Chief Information Officer; and • comply with the NSW Government Data Information Security Policy, NSW Government Information Security Event Reporting Protocol, NSW Government Cloud Policy and any other applicable NSW Government policies; • comply with applicable security standards; and • comply with the Customer's Information Security Management System and other Customer security and policy requirements. 	<p>Clause 7.12 is replaced as follows:</p> <p>In the case of confirmed unauthorised acquisition by a third party of non-publicly available Personal Information (Security Incident), the Contractor will notify the Customer at the email address advised by the Customer (which can be updated per the notice provisions of the Customer Contract). The Contractor will notify the Customer's Representative without undue delay (and in any event within 72 hours) following the Contractor's confirmation of the Security Incident. The Contractor will, by itself or with the assistance of third parties, immediately commence a forensic investigation of the Security Incident and take appropriate remedial steps to minimise the harm to the Customer.</p>

Item 3 Customer's Personnel – Not Applicable

Item 4 Specified Personnel – Not Applicable

Item 5 Subcontractors – Not Applicable

Item 6 Quality Standard Accreditation – Not Applicable

Item 7 Contractor’s Compliance with Standards, Codes and Laws – Not Applicable

Item 8 Customer’s Compliance with Standards, Codes and Laws – Not Applicable

Item 9 Acceptance Testing – Not Applicable

Item 10 Credit/Debit Card – Not Applicable

Item 11 Intellectual Property – Not Applicable

Item 12 Confidentiality – Not Applicable

Item 13 Insurance Requirements – Not Applicable

Item 14 Performance Guarantee – Not Applicable

Item 15 Financial Security – Not Applicable

Item 16 Limitation of Liability – Not Applicable

Item 17 Performance Management Reports – Not Applicable

Item 40A Audit –Not Applicable

Item 18 Dispute Resolution – Not Applicable

Item 19 Termination for Convenience

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Termination for Convenience by the Customer (clause 25.4)	
Specify whether an amount is payable under clause 25.4(b) if the Customer exercises its right of termination for convenience under clause 25.3, and if so, specify that amount:	Customer will not be relieved of any obligation to remit payment to Contractor of any fees due under Exhibit A to Schedule 2 – Adobe Enterprise Term License Agreement Sales Order which arose prior to the effective date of the termination and will not be entitled to a refund of any prepaid fees. For clarity, the total contract value and license fees for the full contracted term (3 years) will be due and payable immediately to Adobe, notwithstanding such termination for convenience by Customer.

Item 20 Additional Conditions

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify any Additional Conditions: Note: where the Customer Contract is made under a Head Agreement the Customer must obtain the consent of the Contract Authority and the Secretary of the New South Wales Department of Finance, Services and Innovation where an Additional Condition varies any term or	Provision of Adobe software and associated services provided in accordance with Exhibit A to Schedule 2 – Adobe Enterprise Term License Agreement Sales Order to the extent that it is not inconsistent with this Customer Contract. New privacy provisions at clause 15 The Part 2: Customer Contract is amended by including the following new clauses:

<p>condition of the Procure IT Framework including a Protected Cause.</p>	<p>15.2 The Customer is responsible for complying with (including giving any notifications, obtaining any consents, and making any disclosure required under) applicable privacy and data protection laws. The Customer must ensure it does not directly or indirectly cause the Contractor or third-party providers that operate servers or host data for the Licensed Software, to breach any laws in connection, storage, access, transfer, use or disclosure of Personal Information arising from or in connection with the Customer Contract.</p> <p>15.3 The Contractor does not communicate with the Customer's users directly. Where required under applicable privacy and data protection laws, the Customer must ensure that:</p> <p>(a) each Customer Site contains a notice to its users that identifies the collection, use, disclosure, and transfer of the Personal Information by the Customer, the Contractor, or third party host providers in connection with the Services; and</p> <p>(b) the Customer, when disclosing or transferring Personal Information from any source (including Customer Sites) to the Contractor or third party host providers, complies with the requirements for such disclosure or transfer.</p> <p>15.4 Unless otherwise agreed between the Contractor and the Customer in writing, the Customer must not use the Services to collect, process, or store any Sensitive Information of its employees, customers, partners, service providers, or any third party. The Customer must not under any circumstances transmit, disclose or make available Sensitive Information to the Contractor or third-party providers.</p> <p>Sensitive Information as given the meaning under the <i>Privacy Act 1988</i> (Cth).</p> <p>18.5A Notwithstanding any other clause in the Customer Contract, each Party's liability for each and all claims (individually and together) made in relation to clause 15 (Privacy) is limited to an amount of \$5,000,000 AUD.</p> <p>19.5(f) use of the Deverable in violation of this Customer Contract.</p> <p>-----</p> <p>The Customer provides its prior written consent under this Customer Contract to the Contractor to use Open Source Software in the manner described in clauses 13.14(a) and (b) of Part 2 (Customer Contract).</p> <p>-----</p> <p>The Customer Contract is amended as follows:</p> <p>Cause 7.4 is amended by adding the following sentence at the end of the clause, "To be clear, despite clause 13.3 of the Part 2 (Customer Contract), the Contractor does not own or have any interest in or rights to the Customer Data."</p> <p>Cause 7.7 is deleted and replaced with the following:</p> <p>For Adobe On-demand Services, Customer Data may be permanently deleted from the Contractor's servers 25 months from the date of its collection or receipt, unless otherwise specified in the Module Order Form or PSLT.</p>
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	<p>Cause 7.10 is amended by deleting “must” and adding “must” to cause 7.10(a).</p> <p>Cause 7.10(b) is deleted and replaced with the following:</p> <p>(b) has implemented reasonable information security practices regarding the protection of Customer Data as required by law, including administrative, technical and physical security measures consistent with the information found at www.adobe.com/go/cloudcompliance (the version current as at the Commencement Date, named “Adobe Compliance Certifications, Standards, and Regulations” is attached under Schedule 2 (Agreement Documents), for the applicable On-demand Services or Managed Services. Without affecting the Customer’s other rights and the Contractor’s other obligations under the Customer Contract, in the remote circumstance that the Contractor’s security practices undergo material adverse changes, or if the Contractor no longer maintains the certifications as stated above in this cause, then the Contractor will notify the Customer without undue delay.</p> <p>Cause 15.1 (a) to (e) is deleted and replaced with the following:</p> <p>(e) in the case of confirmed unauthorized acquisition by a third party of non-publicly available Personal Information (Security Incident), the Contractor will notify the Customer at the email address advised by the Customer (which can be updated per the notice provision of the Customer Contract). The Contractor will notify the Customer’s Representative promptly (following the Contractor’s confirmation of the Security Incident. The Contractor will, by itself or with the assistance of third parties, immediately commence a forensic investigation of the Security Incident and take appropriate remedial steps to minimize the harm to the Customer.</p> <p>Cause 15.1(f) is deleted and replaced with the following:</p> <p>(f) ensure it acts in accordance with a compliant investigation and notification obligations specified in the <i>Privacy Act 1988</i> (Cth).</p> <p>Cause 16.1 is deleted and replaced with the following:</p> <p>16.1 The Contractor must hold and maintain, or be insured under, one or more insurance policies, that provide the following cover:</p> <p>(a) public liability/commercial general liability insurance, including product liability, with an indemnity of at least \$10,000,000 combined single limit per occurrence and in aggregate; and</p> <p>(b) workers compensation insurance in accordance with applicable legislation.</p> <p>The Contractor must maintain the coverages required under this cause 16.1 during the Contract Period.</p> <p>Cause 19.1 is deleted and replaced with the following:</p> <p>19.1 During the Contract Period the Contractor must indemnify and hold harmless the Customer against any loss or expense finally awarded by a court against the Contractor</p>
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	<p>or agreed to in a written settlement agreement signed by the Contractor, which:</p> <p>(a) is the result of a claim against the Customer, its officers or employees made by a third party arising out of or in connection with the Contractor's breach of any privacy obligations under or pursuant to clause 15.1;</p> <p>(b) [unamended].</p> <p>(c) [unamended].</p> <p>Clause 19.6 is deleted and replaced with the following:</p> <p>19.6 Sole and Exclusive Remedy. Subject to any liability of the Contractor under clause 9.1(f), the remedies in this clause 19 (Indemnities) are the Customer's sole and exclusive remedies and the Contractor's sole liability regarding the subject matter giving rise to any claim that the Licenses Software infringes or misappropriates any third party's intellectual property rights.</p> <p>Clause 19.7 is deleted and replaced with the following:</p> <p>19.7 Indemnity for Privacy Claims.</p> <p>(a) Privacy Claim means: () for the purposes of clause 19.7(b), a claim arising in connection with the Contractor's breach of its privacy obligations under clause 15 of the Customer Contract; or () for the purposes of clause 19.7(c), a claim arising in connection with the Customer's breach of its privacy obligations under clause 15 of the Customer Contract.</p> <p>(b) subject to clause 19.7(d), the Contractor will defend any Privacy Claim brought by any person against the Customer during the Contract Period. The Contractor will, in each case, indemnify the Customer against the proven damages reasonably and actually incurred in connection with a Privacy Claim.</p> <p>(c) Subject to clause 19.7(d), the Customer will defend any Privacy Claim brought by any person against the Contractor during the Contract Period. The Customer will, in each case, indemnify the Contractor against the proven damages reasonably and actually incurred in connection with a Contractor Privacy Claim.</p> <p>(d) The Contractor and the Customer (Indemnifying Party) will have no liability to the other party (Indemnified Party) for a Privacy Claim if the Indemnified Party fails to:</p> <p>() notify the Indemnifying Party in writing of the Privacy Claim;</p> <p>() provide the Indemnifying Party with reasonable assistance requested by the Indemnifying Party for the defence or settlement of the Privacy Claim;</p> <p>() provide the Indemnifying Party with the exclusive right to control and the authority to settle the Privacy Claim (the Indemnified Party may participate in the matter at the Indemnified Party's own expense); and</p>
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	<p>(v) refrain from making admissions about the Privacy Campaign without the Indemnifying Party's prior written consent.</p> <hr/> <p>Changes to Part 3 (Dictionary)</p> <p>The definition of Substantive Breach with clause 1.106 of Part 3 is amended by deleting sub clause (b)().</p> <p>The definition of Notice in Writing is deleted and replaced with the following wording:</p> <p>1.79 Notice in Writing means a notice signed by a Party's authorised representative or his/her delegate or agent which may be an email or a document scanned and sent by email.</p> <hr/> <p>Clause 18.5(d) is deleted.</p> <hr/> <p>A new clause 19.10 will be included after the existing clause 19.9, as follows:</p> <p>19.10 The Customer must give the Contractor at least 10 Business Days Notice in Writing of an intention to claim a liability, loss or expense in accordance with clause 19.1(a) including that notice an explanation of how that liability or expense was assessed and the Contractor's proposed share of that liability.</p> <p>A new clause 21A is included after the existing clause 21, as follows:</p> <p>21A. Contract Management Plan</p> <p>The Parties will work collaboratively in good faith to agree to a contract management plan (Contract Management Plan) using best efforts to do so within 28 days of the Commencement Date (or such longer period as the Parties may agree).</p> <p>A new clause 27 is inserted in the Customer Contract as follows:</p> <p>27. Conflict of Terms</p> <p>27.1 If there is any conflict or ambiguity between the terms contained in the Procure IT Framework v 3.2 (Part 2: Customer Contract), the Schedules (excluding the Agreement Documents) annexed to it, the General Order Form and Modules 3, 5 and 10 (Procure IT Document(s)) and the terms contained in the Agreement Documents, the terms of the Procure IT Documents will prevail.</p> <p>27.2 For clarity, any reference in the Procure IT Documents to any Agreement Document will not result in that Agreement Document being interpreted as having the same level of priority as the relevant Procure IT Document(s).</p>
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	<p>that refers to the Agreement Document. A new clause 28 is inserted in the Customer Contract as follows:</p> <p>28. Publicity</p> <p>The Contractor must not disclose, distribute or otherwise communicate any media release, promotional material or publicity about or in relation to the Customer Contract, the relationship or otherwise refer to the Customer (including using its logo) without its approval.</p> <p>A new clause 29 is inserted in the Customer Contract as follows:</p> <p>29. Aboriginal and Torres Strait Islander peoples' participation</p> <p>29.1 It is NSW Government policy to create opportunities for Aboriginal owned businesses and encourage Aboriginal and Torres Strait Islander peoples' employment through the supply chain of NSW Government contracts.</p> <p>29.2 If during the Contract Period, the Contract Value exceeds \$7.5 million (ex GST) (APP Threshold), the Contractor must:</p> <p>(a) work reasonably and in good faith and in consultation with the Customer to prepare and finalise its reconciliation plan as soon as reasonably practicable after the Contract Value reaches the APP Threshold (Reconciliation Action Plan); and</p> <p>(b) report on the Contractor's progress against commitments set out in the finalised Reconciliation Action Plan in accordance with the Contractor's standard annual reporting practices.</p> <p>-----</p> <p>The following definitions are inserted in Part 3:</p> <p>"Adobe" means the Contractor.</p> <p>"Agreement" or "General Terms" mean the Customer Contract.</p> <p>"Customer Content" means any material, such as audio, video, text, or image 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 On-demand Services or Managed Services, including for collaboration, content delivery, digital publishing, targeted advertising, or indexing.</p> <p>"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 Contractor on Customer's behalf, and which contains a privacy policy or terms of use governing data collection practices that Customer controls.</p>
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	<p>“Documentation” means the technical usage and product descriptions of the Products and Services published by Adobe on https://helpx.adobe.com/product-descriptions.htm, which may be updated from time to time. “Documentation” does not include any forum or content by any third party.</p> <p>“Managed Services” means the technology services hosted by or on behalf of the Contractor and provided to Customer as a dedicated instance, as set out in the Customer Contract.</p> <p>“On-demand Services” means the technology services hosted by or on behalf of the Contractor and provided to Customer as a shared instance, as set out in the Customer Contract.</p> <p>“On-premise Software” means the Licensed Software that is deployed by or on behalf of the Customer on hardware designated by the Customer, as set out in the Sales Order.</p> <p>“Product Specific Licensing Terms” or “PSLT” means the Product Specific Licensing Terms document that describes the additional licensing terms for specific Products and Services.</p> <p>“Sales Order” means the sales order form setting out the Licensed Software, On-demand Services, Managed Services and Professional Services that are purchased by the Customer under this Customer Contract, and is attached as an Exhibit to Schedule 2 (Agreement Documents).</p> <hr/> <p>The following causes are not applicable: 13.9, 23.5-23.11, 24.7-24.8, 24.11-24.12, 25.9(b) & (c) and 26.16(d).</p> <p>The Contractor will comply with its Sustainability Plan attached under Schedule 2 (Agreement Documents).</p>
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This General Order Form is part of the Customer Contract and incorporates all Parts, terms and conditions and other documents listed in clause 3.8 as if repeated in full in this General Order Form.

SIGNED AS AN AGREEMENT

Signed for and on behalf of The State of New South Wales by its Department of Education (ABN 40 300 173 822)

By [insert name], [insert title] but not so as to incur personal liability

[Redacted signature line]

In the presence of: *[insert name of witness]*

[Redacted witness name line]

[Redacted customer signature]

[Redacted witness signature]

Signature of Customer

Signature of Witness

[Redacted customer print name]

[Redacted witness print name]

Print name

Print name

21 May 2021

21 May 2021

Date

Date

Signed by Adobe Systems Software Ireland Limited (ABN 18 586 921 900), as authorized agent of Adobe Systems Pty Ltd (ABN 72 054 247 835):

[Redacted Adobe signature block]

Authorised signatory

Authorised signatory

[Redacted Adobe authorized signatory]

[Redacted Adobe authorized signatory]

Print name

Print name

[Redacted Adobe print name]

[Redacted Adobe print name]

Date

05/24/2021

05/21/2021

Schedule 2 : Agreement Documents

Itemise all documentation (including any supplemental terms and conditions agreed to by the Customer, accepted tenders, offers or quotes from the Contractor, and any letter of acceptance or award issued by the Customer) between the Customer and the Contractor. All such documentation must be itemised in this Schedule 2 and listed below in descending date order (i.e. the latest document is listed first.)

Document	Date of Document
Adobe Compliance Certifications, Standards, and Regulations	Commencement Date
Exhibit A: Adobe Enterprise Term License Agreement Sales Order (Agreement Number DR2701437)	
Exhibit B: Products and Services Exhibit	
Exhibit C: Support Terms and Conditions	
Exhibit D: PSLT – Adobe Captivate Prime (2020v1)	
Exhibit E: PSLT – Adobe Creative Cloud and Adobe Document Cloud (2020v2)	
Exhibit F: PSLT – Adobe Experience Manager: Managed Services (2020v3)	
Exhibit G: PSLT – Adobe Stock (2020v2)	
Adobe Sustainability Policy	May 2019
Service Level Exhibit – Adobe Captivate Prime	1 February 2019
Service Level Exhibit – Adobe Creative Cloud	18 April 2017
Adobe Service Level Agreement	5 December 2016
Service Level Exhibit – AEM Managed Services	6 September 2016

Schedule 3 : Service Level Agreement - Not Used

Schedule 4 : Variation Procedures

1. Procedures

1.1 Each request or recommendation for a change to the PIPP or any part of the Customer Contract must be submitted in a form substantially similar to the Change Request form attached to this Schedule.

1.2 For each draft Change Request submitted:

- (a) the Customer must allocate it with a sequential number; and
- (b) the draft Change Request must be logged and its progress documented by recording its status from time to time by the Contractor as follows:
 - (i) requested;
 - (ii) under evaluation;
 - (iii) awaiting authorisation;
 - (iv) cancelled;
 - (v) pending
 - (vi) approved/authorised;
 - (vii) expired;
 - (viii) in progress;
 - (ix) applied;
 - (x) delivered;
 - (xi) accepted.

1.3 The Party receiving the draft Change Request must within 5 Business Days of receipt (or such longer period set out in the Change Request):

- (c) request further information; or
- (d) provide written notification to the other Party of its approval or rejection of the Change Request.

1.4 If the Customer submits a draft Change Request to the Contractor, and the Contractor believes that there is more than 1 Business Day's work involved in the evaluation of the Change Request, then prior to commencing work on evaluating the draft Change Request the Contractor may request that the Customer pays for the work involved to evaluate the draft Change Request. The Customer may then either revise the draft Change Request to require less than 1 Business Day's work to evaluate it, or agree to pay for the Contractor's work to evaluate the Change Request in an amount agreed by the Parties, or in absence of agreement, at the Contractor's then current commercial

rates.

- 1.5 If the Customer Contract has been entered into under a Head Agreement, and the Change Request seeks to vary any terms or conditions of the Customer Contract, including a Protected Clause and the Customer approves of the Change Request, the Customer must submit the Change Request to the Contract Authority and the Secretary of the New South Wales Department of Finance, Services and Innovation, for approval immediately after it has notified the Contractor that it approves the Change Request.

2. Status

- 2.1 A Change Request is binding on the Parties only when both Parties have signed it. Once signed by both parties the Change Request updates the Customer Contract in accordance with the terms of the Change Request. The Contractor must not implement any draft Change Request until the Customer has signed the Change Request form.

Change Request Form

CHANGE REQUEST BRIEF DETAILS

Change Request Number		<i>Insert Change Request Number (supplied by the Customer)</i>
Date of Change Request		<i>Insert date of draft Change Request</i>
Originator of need for Change Request		<i>Customer or Contractor</i>
Proposed Implementation Date of Change		<i>Insert proposed date of implementation</i>
Date of expiry of validity of Change Request		<i>Insert validity expiry date. The Change Request is invalid after this date.</i>
Contractor's estimated time and cost of evaluation		<i>Insert estimated time and cost of evaluation</i>
Amount agreed to be paid to the Contractor for evaluating the draft Change Request, if any (This applies only if the Customer is the Party that originated the need for a Change Request; and the Contractor estimates the cost of evaluating and drafting the Change Request exceeds 2 Business Days)		<i>Insert amount to be paid to the Contractor for evaluating the draft Change Request</i>

CHANGE REQUEST HISTORY LOG

Change Request Version History			
Date	Issue Version	Status/Reason for New Issue	Author
<i>Insert date</i>	<i>Insert version</i>	<i>Insert status/reason</i>	<i>Insert author</i>

DETAILS OF CHANGE REQUEST

Summary

[Insert a summary of the changes, if required]

SCOPE

[Insert changes to the scope of Products to be provided and/or any Services, including any extensions to the Contract Period.]

EFFECT OF CHANGE ON CONTRACT SPECIFICATION

[Insert any changes to the Contract Specification]

EFFECT OF CHANGE ON PROJECT TIMETABLE

[Insert changes to the project timetable]

New PIPP (annexed)

[Annex new PIPP if required]

EFFECT OF CHANGE ON CHARGES AND TIMING OF PAYMENT

[Insert new charges and the timing of payment into the new PIPP]

CHANGES TO CSI

[Insert any changes to the CSI]

CHANGES TO CUSTOMER PERSONNEL

[Insert any changes to the Customer's Personnel]

CHANGES TO CUSTOMER ASSISTANCE

[Insert any changes to the Customer's Assistance]

PLAN FOR IMPLEMENTING THE CHANGE

[insert the plan for implementing the change – if any.]

THE RESPONSIBILITIES OF THE PARTIES FOR IMPLEMENTING THE CHANGE

[Insert the responsibilities of the respective Parties for implementing the change – if any.]

Responsibilities of the Contractor

[Insert the responsibilities of the Contractor for implementing the change – if any.]

Responsibilities of the Customer

[insert the responsibilities of the Customer for implementing the change – if any.]

EFFECT ON ACCEPTANCE TESTING OF ANY DELIVERABLE

[Insert if there will be any effect on the Acceptance Testing of any Deliverable – or alternatively insert None.]

EFFECT OF CHANGE ON PERFORMANCE OF ANY DELIVERABLE

[Insert if there will be any effect on performance of any Deliverable – or alternatively insert None.]

EFFECT ON USERS OF THE SYSTEM/SOLUTION

[Insert if there will be any effect on users of the system/solution – or alternatively insert None.]

EFFECT OF CHANGE ON DOCUMENTATION DELIVERABLES

Changes will be required to the following documents:

[Add any other documents which may be affected.]

EFFECT ON TRAINING

Insert if there will be an effect on training or alternatively insert None.]

ANY OTHER MATTERS WHICH THE PARTIES CONSIDER IMPORTANT

[insert if there are any other matters.]

ASSUMPTIONS

The plan for implementing the changes outlined in this Change Request is based on the assumptions listed below:

[Insert any assumptions. If none then this section will be deleted].

If the assumptions are or become untrue, the Parties will address the effect of this through a subsequent Change Request.

LIST OF DOCUMENTS THAT FORM PART OF THIS CHANGE REQUEST

[Insert a list of the documents that form part of this Change Request]

CUSTOMER CONTRACT CLAUSES, SCHEDULES AFFECTED BY THE PROPOSAL ARE AS FOLLOWS:

[Insert amendments to clauses in the Customer Contract, relevant Schedules including Service Level Agreement]

Note that variations to any of the terms and conditions of the Procure IT Framework including the Protected Clauses require the Customer to obtain the prior written approval of the Contract Authority and the Secretary, New South Wales Department of Finance, Services and Innovation approval in accordance with directions and policies issued by the Board from time to time. (clause 26.2))

AUTHORISATION

The Contractor must not commence work on the Change Request until it is signed by both Parties. Once signed by both Parties, the Customer Contract is updated by this Change Request and any provisions of the Customer Contract that conflict with this Change Request are superseded.

SIGNED AS AN AGREEMENT

Signed for and on behalf of The State of New South Wales by its Department of Education ABN 40 300 173 822)

[Redacted signature area]

By *[insert name of Customer's Representative]* but not so as to incur personal liability

[Redacted signature area]

[Redacted signature area]

Signature of Customer Representative

[Redacted signature area]

Print name

[Redacted signature area]

Date

Signed for and on behalf of Adobe Systems Software Ireland Limited (ABN: 18 586 921 900), as authorized agent of Adobe Systems Pty Ltd (ABN 72 054 247 835)

[Redacted signature area]

[Redacted signature area]

Signature of Authorised Signatory

[Redacted signature area]

Print name

[Redacted signature area]

Date

Schedule 5 : Escrow Deed - Not Used

Schedule 6 : Deed Poll – Approved Agents - Not Used

Schedule 7 : Statutory Declaration – Subcontractor - Not Used

Schedule 8 : Deed of Confidentiality - Not Used

Schedule 9 : Performance Guarantee - Not Used

Schedule 10 : Financial Security - Not Used

Schedule 11 : Dispute Resolution Procedures – Not Used

**Schedule 12 : Project Implementation and Payment Plan (PIPP) –
Not Used**

PROCURE IT VERSION 3.2
MODULE ORDER FORM
MODULE 3 – LICENSED SOFTWARE

Box 1 Approved Purpose

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Agreed Terms (clause 1.1)	
Specify what purpose is the Licensed Software used for. If no other purpose is specified in this Box the Approved Purpose is the internal processing of the Customer’s own data.	See Exhibit A – Adobe Enterprise Term Licence Agreement Sales Order. To be clear, Line Numbers 08-13 (inclusive) and 15-20 (inclusive) in Exhibit A – Adobe Enterprise Term Licence Agreement Sales Order are Licensed Software for the purposes of this Module 3.

Box 2 Class of Licence

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Agreed Terms (clause 1.2)	
Specify the specific rights that are granted by the Contractor to the Customer to use the Licensed Software. The Class of Licence defines the Price, e.g. If the Licensed Software is licensed for X “Named Users”, the Class of Licence must define what a “Named User” is. Examples of the types of issues that are included in the Class of Licence include: <ul style="list-style-type: none"> (a) the Licence Period; (b) number and type of user; (c) number, type or capacity of Hardware; or (d) any other licence restriction/right. Also specify whether the Customer is granted the right to transfer the Licensed Software to an outsourcer in accordance with clause 2.17. [Note: If this Box is not completed then the Contractor grants the Customer the default rights to use the Licensed Software and User Documentation as	See Exhibit A – Adobe Enterprise Term Licence Agreement Sales Order. To be clear, the Licence Period is the ‘License Term’ detailed in the Exhibit A – Adobe Enterprise Term Licence Agreement Sales Order.

described in clauses 2.2 and 2.9 of Module 3.]	
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Box 3 Designated Equipment

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Agreed Terms (clause 1.3)	
Specify the Hardware platform/operating system combination upon which the Licensed Software is installed. [Note: Specify the type and version number of the operating system and capacity/model of the Hardware, especially if the Class of Licence is based on type or size of capacity of the Hardware.]	Not Applicable – there is no Designated Equipment

Box 4 Third Party Components

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Agreed Terms (clause 1.14)	
Third Party Components Specify if the details of any software components, plug-ins and other programs are owned by third parties. This should include name and version number of each Third Party Component. Specify if the Third Party Components are supplied by the Contractor: (a) as part of the Licensed Software; or (b) as a Reseller (in which case Box 11 must be completed) [Note: See clause 2.7 for details.] [Note: Open Source Software is not included within the definition of Third Party Component.]	Not Applicable

Box 5 Extension of Period to Notice to Renew Licence

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Licence Period (clause 2.6(a))	

<p>If the Licence is not perpetual, then specify the number of days written notice prior to the end of each current Licence Period that the Contractor must give of the Price, payment arrangements and/or terms for any extended Licence Period or new Licence Period that is to commence immediately after the end of the current Licence Period.</p> <p>If no period is specified in this Box, the period is 30 days.</p>	<p>Not Applicable</p>
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Box 6 Installation

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
<p>Installation (clause 3.1)</p>	
<p>Specify if the Contractor is responsible to install the Licensed Software.</p>	<p>Not Applicable</p>
<p>If the Contractor is responsible for installation of the Licensed Software:</p> <p>(a) specify the details of the Installation and the date of installation; and</p>	<p>Not Applicable</p>
<p>(b) specify the Price for the installation, and when the Price is due.</p>	<p>Not Applicable</p>
<p>Installation (clause 3.3)</p>	
<p>Specify the date by which the access codes must be made available, if applicable.</p> <p>If a date is not specified, the access codes must be provided promptly following the date the Parties enter into the Customer Contract.</p>	<p>Not Applicable</p>

Box 7 First Release

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
<p>First Release (clause 3.9)</p>	
<p>Specify if the Licensed Software or any New Release will be a First Release.</p> <p>If so, specify the any additional terms and conditions that apply to the First Release.</p>	<p>Not Applicable</p>

<p>If this Box is not completed, the Licensed Software and each New Release is deemed not to be a First Release.</p>	
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Box 8 Right to Receive Updates and/or New Releases

<p>Details to be included from Module 3</p>	<p>Order Details agreed by the Contractor and the Customer</p>
<p>Updates and New Release (clause 4.1)</p>	
<p>Specify if the Contractor provides the Customer the rights to receive:</p> <ul style="list-style-type: none"> (a) Updates; and (b) New Releases, <p>as part of the Licence (as opposed to part of a separate Software Support Service under Module 5).</p>	<p>The Contractor provides the Customer the rights to receive updates and/or new releases as part of the Licence.</p>
<p>Updates and New Release (clause 4.4(c))</p>	
<p>Specify the increased Licence Price when the Customer accepts the Update or New Release.</p> <p>If an increased Price is not specified, the Licence Price must not be increased for any Update or New Release provided during the Licence Period.</p>	<p>Not Applicable</p>

Box 9 Warranties for Open Source Code

<p>Details to be included from Module 3</p>	<p>Order Details agreed by the Contractor and the Customer</p>
<p>Open Source Software (clause 5.2(b))</p>	
<p>If the software is Open Source Software:</p> <ul style="list-style-type: none"> (a) specify the Open Source Licence that governs the use of the Open Source Software; and (b) specify whether the Open Source Software is provided with the warranties that the Contractor provides in respect of Licensed Software, or whether the Contractor provides the Open Source Software without any warranty (to the extent permitted by law). 	<p>Not Applicable</p>

Box 10 Ancillary Services

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Training (clause 6.1)	
Specify if training services are to be provided.	Not Applicable
If so, specify details, dates and the Prices of the training services, and when payment is due.	
Other Services (clause 6.2)	
Specify the details, times, Prices for ad hoc issue resolution or support service for the Licensed Software, and when payment is due. [Note: If Software Support Services are being provided for the Licensed Software under Module 5, do not complete this Box.]	Not Applicable

Box 11 Business Models of the Reseller

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Reseller Provision of Licensed Software (clause 7.1)	
Are any of the Deliverables being provided by the Contractor in the capacity as a Reseller? If yes: (a) specify if the Licensed Software is supplied by the Contractor who is acting as Reseller as Facilitator. [Note: Reseller as Facilitator means the Contractor is acting in a particular role and has a particular set of responsibilities described in clause 7.1(a).]	No
OR	
(b) specify if the Licensed Software is supplied by the Contractor who is acting as	Not Applicable

<p>Reseller with Pass Through Warranties.</p> <p>[Note: Reseller with Pass Through Warranties means the Contractor is acting in a particular role and has a particular set of responsibilities described in clause 7.1(b).]</p>	
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Box 12 Value Added Services

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Acquisition through a Reseller (clause 7.3)	
Specify if the details of any value added services the Contractor is to provide, the Prices and when payment is due.	Not Applicable

Box 13 Customer Maintains Records

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Records (clause 10.1(a))	
Specify if and, if so, how the Customer must maintain records as to the locations of all copies of the Licensed Software and the usage of the Licensed Software.	<p>The contractual terms reflect an agreed licence count.</p> <p>The total agreed quantity of Adobe licences for the Licence Period as per Exhibit A – Adobe Enterprise Term Licence Agreement Sales Order. The total agreed quantity includes any amended quantity arising from the annual true-up according to that Exhibit A.</p>
Records (clause 10.1(b))	
<p>Specify the frequency with which the Customer provides copies of the records under clause 10.1(a).</p> <p>If this Box is not completed the Customer must provide copies of the records every six months.</p>	Not Applicable.

Box 14 Additional Conditions

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Specify any Additional Conditions	<p>Clause 2.6 is not applicable.</p> <p>Clause 2.20(a) does not apply. Instead, clause 7 of Exhibit B applies.</p>

	<p>A new clause 5.3 is inserted as follows:</p> <p>5.3 Open Source Software</p> <p>The Contractor agrees that the terms of any relevant Open Source Licence applicable to any Open Source Software incorporated in any Licensed Software will not derogate from the Contractor's obligations under this Customer Contract.</p> <p>Clause 8 is amended by including the following term before clause 8.1:</p> <p>8.0 The warranties provided by the Contractor in this clause 8 are provided in accordance with clause 6 of Exhibit B to Schedule 2 (Warranties).</p> <p>Clause 10 does not apply. Instead clause 8 of Exhibit B applies.</p>
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PROCURE IT VERSION 3.2
MODULE ORDER FORM
MODULE 5 – SOFTWARE SUPPORT SERVICES

Box 1 Designated Equipment

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Agreed Terms (clause 1.1)	
Specify the Hardware platform/operating system combination upon which the Supported Software is installed. [Note: Specify the type and version number of the operating system and capacity/model of the Hardware.]	Not applicable. See the following for recommended specifications: Hardware specification can be found at the following: 1. Creative tools: https://helpx.adobe.com/creative-cloud/system-requirements.html 2. Adobe Connect: https://helpx.adobe.com/ee/adobe-connect/adobe-connect-11-tech-specs.html 3. Adobe Experience Manager: https://experienceleague.adobe.com/docs/experience-manager-65/deploying/introduction/technical-requirements.html?lang=en#prerequisites

Box 2 Developed Software

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Agreed Terms (clause 1.2)	
Specify which of the following categories of software to which each of the items of Developed Software applies: (a) an adaptation, translation or derivative of the Licensed Software; or (b) software that has been newly created by the Contractor under Module 4, or any other Module; or [Note: For example “Payroll application developed under Module 4”.] (c) other software, including software that is already owned by or licensed to the Customer or Open Source Software. [Note: The definition of Developed Software does not include Licensed Software.]	Not applicable

Box 3 Installed on Contractor Equipment

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Agreed Terms (clause 1.6)	
Specify if the Supported Software is to be installed on equipment which is owned or controlled by the Contractor.	Not applicable

Box 4 Prices of Software Support Services

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Agreed Terms (clause 1.13)	
Specify the fees payable for supplying the Software Support Services, and when they are due. [E.g. This may be on a monthly, quarterly or yearly basis or any other term that is agreed by parties.]	Fees payable for Software Support Services are not stated separately. Fees are as specified within Exhibit A to Schedule 2. Payment terms are contained in the Procure IT Customer Contract and the General Order Form.

Box 5 Period of Software Support Services

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Support Period (clause 2.2)	
Specify the Contract Period during which the Software Support Services will be provided. If this Box is not completed and the Contract Period is not specified on the General Order Form, the Software Support Services will be deemed to start on the AAD of the relevant Supported Software, and continue until terminated by either Party giving the other 30 days Notice in Writing.	15 May 2021 to 31 March 2024 Each Party agrees that clauses 2.2 to 2.7 of Module 5 do not apply to this Customer Contract.

Box 6 Extension of Contract Notification

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Support Period (clause 2.3)	
Specify (a) the number of days written notice prior to the end of each current Contract Period that the Contractor must give of the Price;	Not applicable.

<p>(b) payment arrangements; and</p> <p>(c) whether the Contract Period will be extended under this Customer Contract, or whether a new Customer Contract will be entered into, after the end of the current Contract Period.</p> <p>If no period is specified in this Box, the period is 30 days.</p>	
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Box 7 Details of Software Support Services

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Scope (clause 3.1)	
<p>Specify the details of Software Support Services, including:</p> <p>(a) the Contract Period [Note: the default period is 12 months from AAD];</p> <p>(b) the Supported Software that is to be the subject of the Software Support Services, being:</p> <p>(i) Licensed Software; and</p> <p>(ii) details of any Developed Software;</p> <p>(c) whether the Licensed Software is a First Release, or whether the First Release of New Release of any Licensed Software will be provided as part of the Software Support Services;</p> <p>(d) the details relating to any of the following Services that the Contractor is to provide:</p> <p>(i) Help Desk Services, including the hours of operation; and</p> <p>(ii) whether the Customer is entitled to receive Updates and/or New Releases if and when they become available from the Contractor during the Contract Period, for:</p> <p style="margin-left: 40px;">A. the Licensed Software; and</p> <p style="margin-left: 40px;">B. any Developed Software; and</p>	<p>Details of the Software Support Services are set out in Exhibit C to Schedule 2: Support Terms and Conditions.</p>

<p>(iii) any ancillary services;</p> <p>(e) any applicable Service Levels;</p> <p>(f) the particulars of any access to the Site and the Supported Software, including VPN access to the Supported Software required by the Contractor to effectively perform the Software Support Services; and</p> <p>(g) the Price and any expenses or other charges that apply for each Service.</p> <p>[Note: Each of the items above should be fully detailed in this Box.</p> <p>The version numbers of each item of Support Software should be included.</p> <p>If the Software Support Services are described in another document, such as the Contractor's Software Support policies, this document should be cross-referenced in this Box.]</p>	
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Box 8 Period of Support for each Release

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
<p>Updates and New Releases (clause 3.20(b))</p>	
<p>Specify the period for which the Contractor will continue to offer standard support for each release.</p>	<p>The License Term specified in Box 5 of this Module 5.</p>
<p>If this Box is not completed the period is 18 months from the date of general release of the New Release.</p>	

Box 9 Transition out Services

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
<p>Scope (clause 3.14)</p>	
<p>Specify if transition out services are to be provided.</p>	<p>Not applicable</p>

Specify the details of the transition out services, dates, Price for such transition out services, and when payment is due.	
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Box 10 Business Models of the Reseller

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Reseller Provision of Software Support Services (clause 4.1)	
<p>Are any of the Deliverables being provided by the Contractor in the capacity as a Reseller?</p> <p>If yes:</p> <p>(a) specify if the Software Support Services are supplied by the Contractor who is acting as Reseller as Facilitator.</p> <p>[Note: Reseller as Facilitator means the Contractor is acting in a particular role and has a particular set of responsibilities described in clause 4.1(a).]</p> <p>OR</p> <p>(b) specify if the Software Support Services are supplied by the Contractor who is acting as Reseller with Pass Through Warranties.</p> <p>[Note: Reseller with Pass Through Warranties means the Contractor is acting in a particular role and has a particular set of responsibilities described in clause 4.1(b).]</p>	No

Box 11 Value Added Services

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Acquisition through a Reseller (clause 4.3)	
Specify if the details of any value added services the Contractor is to provide, the Prices and when payment is due.	Not applicable.

Box 12 Ancillary Services

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Ancillary Services (clause 5.1)	
Specify if other services are to be provided during the Contract Period.	Not applicable.
Specify the details of these other services, the Prices and when payment is due. [E.g. Ancillary services may include the consulting services needed to implement Updates or New Releases or training services.]	Not applicable.

PROCURE IT VERSION 3.2
MODULE ORDER FORM
MODULE 10 – AS A SERVICE

Box 1 Services

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
Contract Period (clause 2.1)	
Specify the Services Commencement Date, and, if applicable, the period of time for which the Services will be provided	Refer to the Adobe Enterprise Term License Agreement Sales Order attached as Exhibit A to Schedule 2 ("Sales Order")
Service definition (clause 2.3)	
<p>Describe the Service to be provided, ie:</p> <ul style="list-style-type: none"> a. Infrastructure as a Service; b. Platform as a Service; c. Software as a Service; and d. any Management Services (unless subject to a separate module), eg <ul style="list-style-type: none"> - implementation - user training - support services - ongoing system administration - monitoring and performance management - backup and recovery services. <p>The Service Definition should include the strategy for the delivery of the Services that is appropriate for the Customer’s needs and its user population, such as:</p> <ul style="list-style-type: none"> a. identification of the Services to be performed; b. identification of Client Contracts and Third Party Contracts and how they are to be managed; c. a mechanism to determine when Transition In Services are complete and the Services can commence; and d. implementation of the Services, and <p>Note: Module 10 expects that the Parties will enter into a Service Level Agreement.</p> <p>Specify any Support Services that are additional to the As a Service and may include, but are not limited to, implementation, user training and ongoing</p>	<ul style="list-style-type: none"> (a) Not applicable (b) Not applicable (c) Confirmation that all software solutions listed as Line Numbers 01 to 06 in the Sales Order will be delivered as Software as a Service (which includes hosting of the Services). The software solutions to be delivered as Software as a Services are listed here also for ease of reference: <ul style="list-style-type: none"> - Captivate Prime - Adobe Creative Cloud - Adobe Experience Manager Forms (AEM Forms) - Adobe Stock (d) All Software as a Service operational administration tasks including backup and recovery services will be conducted by Contractor as set out in the applicable Product Specific Licensing Terms (PSLTs) in Exhibits D, E, F and G to Schedule 2 – Product Specific Licensing Terms. <p>The Service Definitions can be viewed at https://helpx.adobe.com/legal/product-descriptions.html</p> <p>For Adobe Creative Cloud, the Contractor will promptly (but in any case within 5 Business Days from signing the Customer Contract) disable Adobe Creative Cloud and/or Document Cloud. If the Customer later requests for Adobe Creative Cloud and/or Document Cloud to be enabled, the</p>

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
<p>system administration, monitoring and performance management, backup and recovery services.</p>	<p>Contractor will enable Adobe Creative Cloud and/or Document Cloud (as applicable) at no additional cost to the Customer.</p> <p>Support Services Support Services provided is described in Exhibit C to Schedule 2 – Support Terms and Conditions.</p>
<p>Training Services (clause 10.3)</p>	
<p>Specify whether the Contractor will provide any training services associated with the Service. If yes, specify the time when training services will be provided.</p>	<p>Not applicable.</p>
<p>Documentation (clause 10.4)</p>	
<p>Specify any Contractor documents, in addition to User Documentation, to substantiate the Contractor’s compliance with its privacy, security and business continuity commitments.</p>	<p>Not applicable.</p>
<p>Pricing</p>	
<p>Specify whether the Service is for a fixed Price or on a subscription basis. If for a fixed Price, set out the pricing for the Service. If on a subscription basis, specify how payment is made (eg monthly, yearly, etc). Specify the Price of any training services. (clause 10.3)</p>	<p>The Software as a Service pricing is documented in Exhibit A to Schedule 2: Adobe Enterprise Term License Agreement Sales Order.</p>
<p>Approved Purpose (clauses 1.2 and 7.1(b))</p>	
<p>Specify the purpose for which the Customer and Permitted Users shall use the Service.</p>	<p>Customer may use the following Services to do the following:</p> <p><u>Captivate Prime</u> Captivate Prime offers learning management capabilities and allows for online collaboration using a web browser, and an internet connection in a multi-tenant environment. This On-demand Service provides the capability for an administrator to add and register Users to an account, create and assign self-paced e-learning courses and programs to Users, and track course consumption and other learning related data through reports.</p>

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
	<p><u>Adobe Creative Cloud</u> Adobe Creative Cloud gives Users access to a collection of software developed by Adobe for graphic design, video editing, web development, photography and cloud services.</p> <p><u>AEM Forms</u> AEM Forms is an enterprise document and form platform that enables Users to capture and process information, deliver personalized communications, and protect and track information.</p> <p><u>Adobe Stock</u> Adobe stock is a service that provides Users with access to hundreds of millions of high-quality, curated, royalty-free photos, vectors, illustrations, videos, templates, 3D assets and audio tracks for all its creative projects, as well as editorial assets for newsworthy content.</p> <p>The above Products and Services may be used for Customer’s internal business operations and must not be in breach of the license terms under the Customer Contract.</p>

Box 2 Transition In

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
<p>Specification of Transition In Services (clause 10.1)</p> <p>Specify any Transition In Services to be provided, such as:</p> <ul style="list-style-type: none"> a. due diligence; b. data migration; c. Business Contingency Plans; d. testing of Services; and e. handover arrangements <p>Due diligence may include assessment and definition of the:</p>	<p>Not applicable.</p>

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
<ul style="list-style-type: none"> a. Customer’s goals, requirements and expectations in respect of the Services b. Contractor’s understanding of the Customer’s and/or user’s experience and requirements in relation to the Services c. objectives to be met by the Contractor d. nature and scope of the Service, including the Environment, the Assets, Client Contracts and Third Party Contracts (and any requirement to novate or assign any of them) e. end users who will be supported by the Service f. necessary Assets and Additional Items and how they may need to be procured g. migration of Customer Data h. data retention and disposal requirements i. required Deliverables j. resources required (including any Customer Supplied Items or Customer assistance) k. complexity of the project, and l. any Transition Out Services plan. <p>Data migration services should include the drafting of a Procedures Manual (if one does not exist as part of the Service Definition) for approval by the Customer (eg within 14 days). The Procedures Manual should describe the key attributes of the Services, including:</p> <ul style="list-style-type: none"> a. the governance arrangements between the Customer and the Contractor; b. the governance arrangements dealing with the Contractor and any third parties; c. the protocols for managing security issues between the Parties; d. the protocols for identifying and managing risks; e. how the key aspects of the Services will be provided to the Customer; f. the procedures for varying Services and providing Additional Services; g. how user complaints and disputes will be managed; h. updating the Procedures Manual; and 	

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
<p>i. data backups, if required outside of disaster recovery processes.</p> <p>Note: Once the Procedures Manual has been approved by the Customer it forms part of the Customer Contract and the Parties must perform their obligations in accordance with it.</p> <p>Business Contingency Plan</p> <p>The Parties may agree to include a Business Contingency Plan in accordance with clauses 6.45 to 6.48 of the Customer Contract.</p>	

Box 3 Customer Use and Access to the As a Service

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
<p>Terms under which the Service is available (clause 4.1)</p>	
<p>Consider issues including:</p> <ul style="list-style-type: none"> a. authorisation to access the Service, eg individual and multi-user passwords; b. maximum Contractor Systems capacity; c. is the Customer responsible to acquire, maintain and properly use any device, communications link and software and to update any device, communications link or software if the Technical Specification of the Service Definition changes during the Contract Period; d. is the Service provided on a shared service basis to the Customer and other clients from a common code base and/or common environment; e. conditions under which the Contractor may change any characteristics of the Service, and if the specifications of the Service must be amended accordingly; and f. conditions under which the Contractor may correct errors patch or install new versions of the Service. 	<p>Please see Exhibit B to Schedule 2 (Products and Services Exhibit) and Exhibits D, E, F and G to Schedule 2 (Product Specific Licensing Terms (PSLTs)).</p>
<p>Data Centre Region (clause 5.2(b) and clause 5.6)</p>	

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
<p>Specify the physical location(s) by country or region of the Contractor's computing hardware and software used to store, host and process Customer Data, including production, test and backup environments. Note: the location(s) must not be changed without the prior written consent of the Customer (cl. 5.2(b)).</p>	<p><u>Captivate Prime</u> Customer Data and Customer Content are stored in in Virginia, USA or Frankfurt, Germany. All data centres are currently hosted by Amazon Web Services.</p> <p><u>Adobe Creative Cloud</u> Customer Data and Customer Content are stored in Virginia, USA, Ireland and Japan. All data centres are currently hosted by Amazon Web Services.</p> <p><u>AEM Forms</u> As of the Commencement Date, the Customer has opted for and the Contractor will provide the AEM Managed Services licensed under the Sales Order to be hosted on the Amazon Web Services platform, using data centres located in Australia.</p> <p><u>Adobe Stock</u> Customer Data are stored in Virginia and Oregon, USA, Germany, France, Ireland and Japan.</p>

Box 4 Data Control and Access

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
<p>Security and Encryption (clause 5.2(c))</p> <p>Specify the level of security and encryption required for the Customer Data as defined by the Customer's Information Security Management System (ISMS).</p> <p>Note: All NSW Government Departments, Statutory Bodies and Shared Service Providers are required to have an ISMS.</p>	<p>The Contractor has established and implemented reasonable information security practices regarding the protection of Customer Data, including administrative, technical and physical security processes. Information and resources regarding the Contractor's security measures are available at the "Adobe Compliance Certifications, Standards, and Regulations page" (and are updated from time to time). A print out copy of the above is included under Schedule 2 (Agreement Documents) to this Customer Contract.</p>
<p>Business Continuity Plan (clause 5.2(d))</p>	

Detail any Business Continuity Plan, including backup and disaster recovery procedure, in place for implementation by the Contractor, if required.	The Parties acknowledge that the Contractor has provided a copy of its Business Continuity Plan to the Customer. The Customer may request, no more than once a year, for the Contractor to provide a copy of its then most recent Business Continuity Plan to the Customer. The Contractor will comply with the Customer's request within 5 Business Days of its request.
Data Retention and Disposal (clause 5.2(e))	
Specify the retention period for the Customer Data and retention and disposal requirements the Contractor will implement and comply with in relation to Customer Data	<p>Captivate Prime: As the Customer is licensing the training package of this Product, no Customer Content or Customer Data will be stored by Adobe for this Product.</p> <p>Adobe Creative Cloud: Contractor will retain the negotiated number of files for the Contract Period. Upon termination, Customer's account is downgraded to a free membership, which includes 2GB of storage. If Customer's stored files exceed 2GB limit for more than 90 days after termination, Customer could lose access to some or all of its stored files.</p> <p>AEM Managed Services: Customer Data and Customer Content stored within the Managed Services will be retained for the Contract Period and available to Customer until the termination or expiration of the Contract Period, subject to the data storage limitations detailed in the Documentation, unless otherwise specified in the Runbook (defined in Exhibit F to Schedule 2)</p> <p>Adobe Stock: Contractor stores Customer Data throughout the Contract Period and will be available for 30 days post termination/expiration.</p>
Security Standards for Customer Access Facilities (clause 5.3(b))	
Specify the security standards that the Customer Access Facilities will meet.	Not applicable.
On-site visit (clause 5.5)	
Specify any requirements by the Contractor for on-site visits to the facilities where the Service is provided.	Not applicable.

Box 5 Service Levels

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
Consolidation Period (clause 6.1)	

<p>The Consolidation Period is defined as the first month of the provision of the As a Service (cl. 1.4). Specify if another period is required. If yes, what is the period?</p>	<p>The applicable Service Levels that apply are available at:</p> <ul style="list-style-type: none"> • Master Service Level Agreement: https://www.adobe.com/content/dam/acom/en/legal/terms/enterprise/pdfs/MasterSLA-2016DEC5.pdf; and • Service Level Exhibit for Captivate Prime: https://www.adobe.com/content/dam/cc/en/legal/terms/enterprise/pdfs/Adobe-Captivate-Prime-SLA-2019.pdf • Service Level Exhibit for Adobe Creative Cloud: https://www.adobe.com/content/dam/cc/en/legal/terms/enterprise/pdfs/SLE_CreativeCloud_2017APR18.pdf • Service Level Exhibit for AEM Managed Services: https://www.adobe.com/content/dam/cc/en/legal/terms/enterprise/pdfs/SLE-AEMMgdSvc-6Sept2016.pdf <p>Print out copies of the above are included under Schedule 2 (Agreement Documents) to this Customer Contract.</p>
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Box 6 Payment and Invoicing

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
<p>Payment for Services (clause 12.1)</p> <p>Terms of payment should include details of the Services provided. Note that no payment is due where termination of the contract is occasioned by the Contractor’s breach of the contract. The Contractor must send the Customer a Correctly Rendered Invoice for each payment before the relevant amount is due. Payment terms must be consistent with NSW Government policy.</p>	<p>As set out in clause 11.7 of the Customer Contract. All invoices will be delivered electronically to Customer via email to the Customer’s representative set out in the relevant Sales Order. Invoices will be deemed to be received by Customer on the date the email unless delivery failure notification is received.</p>

Box 7 Transition Out

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
<p>Transition Out Services (clause 10.2)</p> <p>If required, Transition Out Services may include:</p> <p>a. returning or destroying documents or materials, together with any</p>	<p>Transition Out Services are not applicable to Captivate Prime, Adobe Creative Cloud and Adobe Stock.</p> <p>Customer may extract data from the</p>

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
<p>reproduction of those documents or materials;</p> <p>b. transitioning the Service to a new service provider or to the Customer;</p> <p>c. granting or assisting the Customer (or new service provider) to procure a licence to continue using any generally commercially available software in the Australian market which is the same as that being used in the System, and any software owned by the Contractor which is integral to the ongoing provision of the Service, subject to payment of licence fees by the Customer (or new service provider);</p> <p>d. ensuring technological parity with other service providers, and the provision of sufficient technical documentation, to enable successful and cost-effective transfer of the Customer Data; and</p> <p>e. procedures for the return/transfer or deletion of Customer Data upon termination of the Customer Contract; or in the event that the Contractor becomes subject to corporate takeover or insolvency.</p> <p>a.</p>	<p>Managed Services as follows:</p> <ul style="list-style-type: none"> • <u>AEM Managed Services</u> Adobe Experience Manager CRX offers a set of tools for importing and exporting content to and from the repository. These tools support a number of different file formats to store content outside of the repository and several ways of transforming JCR content (hierarchy of nodes and properties) into these files. <p>Additionally, in relation to AEM Managed Services:</p> <p>(A) If Customer terminates the AEM Managed Services pursuant to this Customer Contract, Customer may continue using the AEM Managed Services (“Transition Period”), subject to all the terms and conditions of this Customer Contract on a month-to-month basis at a rate reasonably agreed between the Parties, provided that such Transition Period is reasonably agreed upon by the parties at the time of any such termination, and in any event, must be: (1) reasonably sufficient in duration to permit Customer to secure and install replacement services, after which Customer must cease using the AEM Managed Services; and (2) for a period lasting no longer than 6 months from the date of termination of the Customer Contract; OR</p> <p>(B) if Contractor terminates the AEM Managed Services pursuant to this Customer Contract and provided that there are not due and unpaid amounts outstanding under the Customer Contract, Customer may continue using the AEM Managed Services on a month-to-month basis at a rate reasonably agreed between the Parties, subject to all the terms and conditions of this Customer Contract, for a maximum period of 6 months from the</p>

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
	<p>date of termination by Contractor. However, if Contractor terminates this Sales Order or this Customer Contract due to a material breach by Customer of the intellectual property provisions of this Customer Contract, Customer will have no right to continue using the AEM Managed Services after the effective date of the termination.</p>

Box 8 Return of Customer Data on termination

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
<p>Customer Data deletion and certification (clause 13.2(c))</p>	
<p>Specify the period within which the Contractor must delete the Customer Data and whether certification it has been deleted is required.</p>	<p>If requested, Contractor will delete the Customer Data. Certification is not required.</p> <p>(A) Creative Cloud: Customer Content stored on the Creative Cloud is held by the Contractor for the duration of the Contract Period and 30 days thereafter. Customer may remove Customer Content from the Creative Cloud at any time, and up to 30 days after the expiration/termination of the Contract Period. If requested, Contractor will delete the Customer Data. In the absence of any agreed retention policy specifically agreed between the Parties, any remaining Customer Content will be deleted from the Creative Cloud within 30 days after expiration of the License Term End Date (unless the licenses are extended or renewed by mutual agreement). Certification is not required.</p> <p>(B) AEM Managed Service: Customer Data and Customer Content stored within the Managed Services will be available to Customer until the termination or expiration of the Contract Period. Adobe can delete Customer Content upon request, but at Customer’s sole expense. Customer can delete the data via AEM content deletion and content lifecycle utilities. In the absence of any agreed backup arrangement, the deletion will be effective within 30 days after the expiration of the License Term End Date (unless the licenses are extended or renewed by mutual agreement). For AEM Forms Managed Service, Customer Content</p>

	<p>(e.g. form template, form formats/style/themes, meta data pertaining to the template) will be retained as long as the Customer maintains its license to use the Managed Services. Customer Data (relating to Customer’s use or the AEM Forms MS) will be stored on Customer’s own database).</p> <p>(C) Adobe Stock: The Contractor does not delete its records of Customer downloads. The Customer does not upload data files into Stock. Customer access to these records expires when its license term to the Adobe Stock product console expires.</p>
Customer Data format (clause 13.2(d))	
Specify the format that the Customer Data must be provided to the Customer.	Standard format as usually provided by Contractor. Additional cost may apply.

Box 9 Additional terms –Infrastructure as a Service

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
Additional terms and conditions (cl. 15.1)	
Specify any additional terms and conditions in relation to Infrastructure as a Service.	Not applicable.

Box 10 Additional terms –Platform as a Service

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
Additional terms and conditions (cl. 16.1)	
Specify any additional terms and conditions in relation to Platform as a Service.	Not applicable.

Box 11 Additional terms – Software as a Service

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
Additional terms and conditions (cl. 17.1)	

<p>Specify any additional terms and conditions in relation to Software as a Service.</p> <p>Specify whether the Contractor warrants or supports third party products or services. (cl. 17.2).</p> <p>Specify any Third Party Applications supplied by the Contractor (cl. 17.3).</p>	<p>Module 10 is amended as follows:</p> <p>Clause 1.18 is deleted and replaced with the following:</p> <p>“Software as a Service means the software or an Application that is delivered as an Online Service, and includes the Contractor’s Managed Services and On-demand Services.”</p> <p>Clause 5.4 is deleted and replaced with the following:</p> <p>“The Contractor follows industry-standard security best practices and performs periodic, but in any event at least annual, internal security audits of its computing systems, including causing an annual audit of a type standard in the industry covering a 12 month period to be completed by an outside firm qualified to perform such audits. Upon Customer’s written request but limited to once annually, the Contractor will provide Customer with written reports detailing the results of such audits and tests and will take appropriate measures to address or mitigate issues thereby identified. Such reports shall be considered the Contractor’s Confidential Information and shall be subject to the provisions set out in the Confidentiality section of the Customer Contract. For the purposes of reviewing the Products and Services provided to the Customer, the Contractor will, subject to:</p> <ul style="list-style-type: none"> (A) provision of reasonable prior notice; (B) any person that is provided with access or information first entering into a non-disclosure agreement on such reasonable and customary terms as the Contractor may specify acting reasonably; and (C) reimbursement by the Customer of any reasonably attributable costs or expenses (including staff time and other internal costs) incurred by the Contractor in so doing, <p>do each of the following, namely:</p> <ul style="list-style-type: none"> (1) provide on a confidential basis any information or documents reasonably relating to the Products and Services to a regulator or a regulator’s nominees, at the regulator’s request; and
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(2) reasonably cooperate with any review of the Products and Services by a regulator or a regulator’s nominees.”

Clause 8.1 is deleted and replaced with “not used”.

Clause 9.6 is deleted and replaced with the following:

“Without limiting this clause, the Contractor agrees that, in respect of Personal Information it shall comply with applicable privacy laws applicable to its provision of the As a Service in accordance with, and subject to, clause 15 of the Customer Contract (as amended by Item 43 (Additional Conditions) of Schedule 1: General Order Form).”

Clause 11 is amended by including the following term before clause 11.1:

“11.0 The warranty provided by the Contractor in this clause 11 is provided in accordance with clause 6 of Exhibit B to Schedule 2: Products and Services Exhibit (Limited Warranty; Remedies).”

The final sentence of clause 17.4 is deleted.

A new clause 17.7 is inserted as follows:

“17.7 Anonymized and Aggregated Data. Customer acknowledges that, as part of their ordinary business operations, Contractor and its affiliates collect statistics and data about how their end users (including Customer) use their products and services. This may include data such as web browser, screen resolution, and mobile device-type information, image resolution and number of pages in a document as well as statistics about the types of transactions and data that are processed on behalf of end users. This data is recorded on an anonymous basis, and may be aggregated with data from other users. Nothing in this Customer Contract prevents Contractor or its affiliates from collecting or using these anonymous data, aggregated data or both, to support their ordinary business operations, which include improving Contractor’s products and services and conducting various analytics activities.”

SCHEDULE 2: AGREEMENT DOCUMENTS

Adobe Compliance Certifications, Standards, and Regulations

Adobe Service Offering	Completed certifications and attestations
Adobe-wide	ISO 22301 Assessed by TruSight Registered, Trusted Information Security Assessment Exchange (TISAX) CSA STAR Level 1
Adobe Creative Cloud for enterprise (NOTE: these certifications apply to both User Storage and Enterprise Storage configurations)	SOC 2–Type 2 (Security, Availability, & Confidentiality) ISO 27001:2013 FedRAMP Tailored GLBA-Ready [1] FERPA-Ready [1]
Adobe Document Cloud - Adobe Sign for Enterprise	SOC 2–Type 2 (Security, Availability, & Confidentiality + HIPAA Security) ISO 27001:2013 FedRAMP Tailored/ FedRAMP Moderate [in progress] IRAP assessed at Official classification (Australia) [6] HIPAA-Ready [1] GLBA-Ready [1] FERPA-Ready [1] FDA 21 CFR Part 11 compliant [1] PCI DSS V3.2.1 compliant merchant and service provider [3] Qualified Trust Service Provider (QTSP) offering eIDAS-compliant certificates Microsoft 365 Certification
Adobe Document Cloud - PDF Services	SOC 2–Type 2 (Security, Availability, & Confidentiality) [7] ISO 27001:2013 [7]

	<p>FedRAMP Tailored GLBA-Ready [1] FERPA-Ready [1]</p>
<p>Adobe Experience Cloud (all solutions) [2]</p>	<p>FedRAMP Tailored [5] SOC 2–Type 2 (Security, Availability, & Confidentiality) ISO 27001:2013 GLBA-Ready [1] TrustArc GDPR Privacy Practices Management Compliance Validation [4]</p>
<p>Adobe Managed Services (Connect and Adobe Experience Manager (AEM) [2] only)</p>	<p>FedRAMP Moderate SOC 2–Type 2 (Security, Availability, & Confidentiality + HIPAA Security) ISO 27001:2013 Esquema Nacional de Seguridad (ENS) High (Spain) [6] IRAP assessed at Official classification (Australia) [6] GLBA-Ready [1] FERPA-Ready [1] HIPAA-Ready [1]</p>
<p>Adobe Magento Commerce Cloud</p>	<p>SOC 2-Type 2 (Security, Availability, & Confidentiality) PCI DSS 3.2.1 compliant service provider</p>
<p>Adobe Magento Business Intelligence and Order Management</p>	<p>SOC 2-Type 2 (Security, Availability, & Confidentiality) ISO 27001:2013 GLBA-Ready [1] FERPA-Ready [1]</p>
<p>Adobe Marketo Engage and Bizible</p>	<p>SOC 2-Type 2 (Security, Availability, & Confidentiality + HIPAA Security) ISO 27001:2013 HIPAA-Ready</p>
<p>Adobe.com eCommerce</p>	<p>PCI DSS 3.2.1 compliant merchant</p>

Adobe Captivate Prime	SOC 2–Type 2 (Security, Availability, & Confidentiality) ISO 27001:2013 FedRAMP Tailored GLBA-Ready [1] FERPA-Ready [1]
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Adobe Connect On-Demand	SOC 2–Type 2 (Security, Availability, & Confidentiality) ISO 27001:2013 GLBA-Ready [1]
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[1] An Adobe service that is GLBA-Ready, FERPA-Ready, FDA 21 CFR Part 11 compliant, or HIPAA-ready means that the service can be used in a way that enables the customer to help meet its legal obligations related to the use of service providers. Ultimately, the customer is responsible for ensuring compliance with legal obligations, that the Adobe service meet its compliance needs, and that the customer secures the service appropriately. Under FERPA guidelines, Adobe can contractually agree to act as a “school official” when it comes to handling regulated student data and therefore to enable our education customers to comply with FERPA requirements.

[2] Adobe Experience Cloud includes Adobe Advertising Cloud, Adobe Analytics, Audience Manager, Adobe Campaign, Adobe Experience Manager, Adobe Primetime, Adobe Target, Adobe Connect, and Adobe Experience Platform.

[3] PCI DSS compliance excludes Adobe Send & Track service.

[4] Please view the independent [GDPR Privacy Practices Validation Findings Letter from TrustArc](#) for more information.

[5] FedRAMP Tailored applies to Adobe Analytics and Adobe Campaign only.

[6] Applies to Adobe Experience Manager (AEM) only.

[7] PDF Tools API is included.

[8] Applies to Adobe Marketo Engage only.



Exhibit A to Schedule 2: Adobe Enterprise Term License Agreement Sales Order

Customer NSW DEPARTMENT OF EDUCATION (ABN 40 300 173 822)
Agreement Number DR2701437
Currency AUD

Adobe Systems Software Ireland Limited,
 as authorized agent of Adobe Systems Pty Ltd
Products and Services Pricing Detail:

Adobe On-demand Services

Except as otherwise specified in this Sales Order, these On-demand Services terminate on the identified License Term End Date (and for clarity, despite anything in Exhibit C to Schedule 2: Support Terms and Conditions, do not auto-renew after the License Term End Date). "Support" services for the Products and Services are described at Exhibit C to Schedule 2: Support Terms and Conditions.

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	License Term Start Date	License Term End Date
01	65314656	Captivate Prime ALL OTH Billing Plan Hosted ALL TRNG PCKG ETLA	Advance Annually - In	879.00	Each USER Per Year	15 May 2021	31 March 2022
02	65304373	Adobe Stock Credits PUF	Advance Annually - In	13,185.00	Each PER CREDIT Per Year	15 May 2021	31 March 2022
03	65314656	Captivate Prime ALL OTH Billing Plan Hosted ALL TRNG PCKG ETLA	Advance Annually - In	1,000.00	Each USER Per Year	1 April 2022	31 March 2024
04	65304373	Adobe Stock Credits PUF	Advance Annually - In	15,000.00	Each PER CREDIT Per Year	1 April 2022	31 March 2024

02; 04 Adobe Stock Credits PUF:
 Fees associated with Credits used in excess of the annual Credits commitment will be billed in arrears at the Unit Price of \$1.37 per Credit at the end of each annual anniversary date of the License Term Start Date; or (2) earlier, if the total fees owed are equivalent to US \$1,500 or more. Unused Credits for a particular year of the License Term do not carry over to the next year. Upon expiration of the License Term or termination of this Agreement, Customer will forfeit all unused Credits. The dates set forth in the pricing table represent the License Term Start Date and License Term End Date.

The Stock Assets licensed under this Sales Order are delivered under an Extended License as defined in the PSLT – Adobe Stock or Agreement, as applicable.

The amount of Credits required to license particular types of Works is provided in the table below. The different price tiers for each asset and the license type may be found: (1) on the Adobe Stock website for enterprise customers - <https://stock.adobe.com/enterprise-conditions> and (2) on the product description page - <https://helpx.adobe.com/legal/product-descriptions/stock.html>. Adobe reserves the right to add new price tiers, licenses and asset types at any time. To be clear, any new Credit price tiers will not apply to existing Adobe Stock Assets if such new price tiers are higher than the original price tiers applicable to those Adobe Stock Assets as at the Commencement Date.

Extended Licenses

Asset Type	Price in Credits
Tier 1	5 Credits
Tier 3	200 Credits
Tier 2	50 Credits

Adobe Managed Services

Except as otherwise specified in this Sales Order, these Managed Services terminate on the identified License Term End Date (and for clarity, despite anything in Exhibit C to Schedule 2: Support Terms and Conditions, do not auto-renew after the License Term End Date). Support Services are described at Exhibit C to Schedule 2: Support Terms and Conditions.

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	License Term Start Date	License Term End Date
05	38054721	AEM FORMS:MS FOR SITES/ASSETS 99.9+	Advance Annually - In	1.00	Each Deployment Per Year	15 May 2021	31 March 2022
06	38054721	AEM FORMS:MS FOR SITES/ASSETS 99.9+	Advance Annually - In	1.00	Each Deployment Per Year	1 April 2022	31 March 2024

05; 06 AEM FORMS:MS FOR SITES/ASSETS 99.9+:
 Customer’s allocation for AEM Forms MS includes up to 100,000 Form Submissions per year and up to 1,000,000 Document Renderings per year. If Customer exceeds its annual Form Submission or Document Rendering allocation by 10% or more, Customer must license additional Form Submission or Document Rendering capacity in a quantity that equals or exceeds the prior year’s Form Submission or Document Rendering (whichever exceeded the prior year’s allocation by a larger amount) for the remainder of the License Term (including any renewals) via a Sales Order Addendum. The dates set forth in the pricing table represent the best estimates of the License Term Start Date, such date will be adjusted to be the later of the estimated date or the actual delivery date of login credentials to access the Products and Services. The amount invoiced for AEM Forms for Line Item 5 will be adjusted accordingly from the actual delivery date of login credentials to access the Products and Services. The terms ‘Form Submissions’ and ‘Document Renderings’ are defined in the Product Description for Adobe Experience Manager Managed Services found here: <https://helpx.adobe.com/legal/product-descriptions/adobe-experience-manager-managed-services-1.html>.

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 identified start date. The end date of the License Term of the Products and Services and any applicable Support is the identified License Term or the identified end date (and for clarity, despite anything in Exhibit C to Schedule 2: Support Terms and Conditions, do not auto-renew after the License Term End Date). "Support" services for the Products and Services are described at Exhibit C to Schedule 2: Support Terms and Conditions.

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	License Term Start Date	License Term End Date
07	10005705	Connect Lic General ALL ALP Platinum Spt Renewal ALL 1ST LINE 1YR RENEWAL	Advance Annually - In	50,000.00	Each One-Time	15 May 2021	31 March 2022
08	65293310	All Apps for K-12 (Faculty & Staff Only)	Advance Annually - In	94,836.00	Enterprise Wide	15 May 2021	31 March 2022
09	65293310	All Apps for K-12 (Primary students Only)	Advance Annually - In	5,000.00	Each Student USER Per Year	15 May 2021	31 March 2022
10	65293310	All Apps for K-12 (Secondary students Only)	Advance Annually - In	310,523.00	Each Student USER Per Year	15 May 2021	31 March 2022
11	65297409	Shared Device License K12	Advance Annually - In	50,000.00	Enterprise Wide	15 May 2021	31 March 2022
12	65291298	Captivate	Advance Annually - In	10,000.00	Each USER Per Year	15 May 2021	31 March 2022
13	65291299	Presenter Licensed	Advance Annually - In	10,000.00	Each USER Per Year	15 May 2021	31 March 2022
14	10005705	Connect Lic General ALL ALP Platinum Spt Renewal ALL 1ST LINE 1YR RENEWAL	Advance Annually - In	50,000.00	Each One-Time	1 April 2022	31 March 2024
15	65293310	All Apps for K-12 (Faculty & Staff Only)	Advance Annually - In	94,836.00	Enterprise Wide	1 April 2022	31 March 2024
16	65293310	All Apps for K-12 (Primary students Only)	Advance Annually - In	5,000.00	Each Student USER Per Year	1 April 2022	31 March 2024
17	65293310	All Apps for K-12 (Secondary students Only)	Advance Annually - In	310,523.00	Each Student USER Per Year	1 April 2022	31 March 2024
18	65297409	Shared Device License K12	Advance Annually - In	50,000.00	Enterprise Wide	1 April 2022	31 March 2024

19	65291298	Captivate	Advance Annually - In	10,000.00	Each USER Per Year	1 April 2022	31 March 2024
20	65291299	Presenter Licensed	Advance Annually - In	10,000.00	Each USER Per Year	1 April 2022	31 March 2024

07; 14

Connect Lic General ALL ALP Platinum Spt Renewal ALL 1ST LINE 1YR RENEWAL:

Renewal Terms: Notwithstanding any term herein to the contrary, support for the Products and Services listed on this Line Number terminate on the License Term End Date.

08; 15

All Apps for K-12 (Faculty & Staff Only):

This product has both On-premise Software and access to On-demand Services.

09; 16

All Apps for K-12 (Primary Students Only):

This product has both On-premise Software and access to On-demand Services.

10; 17

All Apps for K-12 (Secondary students Only):

This product has both On-premise Software and access to On-demand Services.

11; 18

Shared Device License K12:

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. Customer must deploy Federated or Enterprise IDs to Users who are K-12 students as further described in this Agreement. 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.

12; 19

Captivate:

This product is primarily On-premise Software, with limited On-demand Services to support license management.

13; 20

Presenter Licensed:

This product is primarily On-premise Software, with limited On-demand Services to support license management.

The quantities above are for deployment outside of United States, Canada, or Mexico (collectively Rest of World, i. e. “ROW”).

Summary of Fees

	Rest of World
Year One Fees	██████████
Year Two Fees	██████████
Year Three Fees	██████████
Total Fees:	██████████
Goods and Services Tax (GST):	██████████
Total Sales Order Fees (inc GST):	██████████

Sales Order Terms and Conditions

1. **Agreement.** All Products and Services are provided under the Customer Contract terms including:
 - 1.1 The terms of this Exhibit A to Schedule 1 (Sales Order); and
 - 1.2 The additional documents listed in Schedule 2: Agreement Documents.
2. **Purchase of Products and Services.** 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 23 April 2021 (unless countersigned by Adobe).
3. **Invoicing.** All fees will be invoiced beginning on the applicable start date in accordance with the Billing Cycle, as noted in the Products and Services Pricing Detail section.
4. **Definitions.** The following capitalized terms are defined as follows:
 - 4.1 **"Enterprise"** means the Customer as described in the Schedule 1 General Order Form document. Enterprise means the entirety of Customer's organization, including its Affiliates that meet the education eligibility criterion for Contractor's education programs described at <https://www.adobe.com/special/avl/education/ap/index2.html>, but excludes any divested entities.
 - 4.2 **"FTE"** means the aggregate number of full-time equivalent Faculty Members and Staff Members of the Enterprise as advised by the Customer to Adobe on an annual basis during the Contract Period. The FTE for the previous year can be validated in the Customer's most recent annual report, such report being determinative.
 - 4.3 **"Faculty Member"** means a then-current employee or independent contractor of Enterprise whose primary job duties consist of providing educational instruction to students. Notwithstanding the previous sentence, the following persons are not deemed to be Faculty Members under this Sales Order, and are not eligible to use software licensed under it: (A) companies and their employees who have been retained on a contractual basis for services either on-campus or off-campus; and (B) retired faculty members.
 - 4.4 **"Staff Member"** means the then-current employee or independent contractor of the Enterprise that provides administrative support to the Enterprise's educational operations to faculty.
 - 4.5 **"K-12 School"** means a primary or secondary school that provides kindergarten to Year 12 education that is supported by the Enterprise.
 - 4.6 **"Student"** means an individual enrolled part-time or full-time in an academic course of study in a K-12 School in New South Wales, that is part of the Enterprise.
 - 4.7 **"User"** means an individual who is a Student (but only in relation to Line Numbers 09, 10, 11, 16, 17, 18), Faculty Member, or Staff Member who is given a unique identifier for logging in and using or accessing the Products and Services. To be clear, a Student is considered a User for the purposes of the Photoshop Elements and Premiere Elements Products as described in clause 10 of this Exhibit A.
5. **Enterprise Wide Deployment.**
 - 5.1 For Line Numbers 08 and 15: Customer may 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.
 - 5.2 For Line Number 11 and 18, Customer may install a copy of the On-premise Software on any Enterprise-owned physical

Computer located in computer labs and classrooms for use by Students, Faculty Members and/or Staff Members using a unique log-in identifier. Customer must not install the On-premise Software on any Computers located at the Named Affiliates' premises.

5.3 Customer represents and warrants that as of the Effective Date, its FTE Count based on the Customers 2019 Annual Report is **94,836**. Customer's non-binding estimate of Computers located in computer labs and classrooms on which Customer intends to install the Products and Services is **50,000**.

5.4 If Customer's FTE Count increases more from the last established FTE Count ("**Growth Event**"), then Customer must notify Adobe in writing as part of the anniversary true up process set out under section 6 below. Adobe will invoice Customer for the additional license fees based on the unit price of the Products and Services set forth in the below true up price table and pro-rated through the end of the then current License Term.

Adobe Products and Services	Unit Price (AUD ex GST)
All Apps for K-12 (Faculty & Staff Only)	[REDACTED]

5.5 For clarity, Students, Faculty Members and/or Staff Members of Named Affiliates are not permitted to use the Products and Services set out in this section 5.

6. Standard Deployment.

6.0 **Application of this clause.** This clause 6 (Standard Deployment) applies to Line Numbers 09, 10, 12, 13, 16, 17, 19 and 20.

6.1 **Deployment.** Using the Admin Console, 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. The "Admin Console" means Contractor's enterprise licensing management console for administrators to manage and Deploy Adobe Products and Services. "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 two non-Enterprise owned Computers which may be accessed by such individual using a unique log-in identifier. If an individual who is licensed as a Student ceases to be a Student during the License Term, such individual must use best endeavours to delete its copy of the Products and Services and must cease usage of the Products and Services.

6.2 **Annual True-Up Report.** Using the form found at 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 Contractor 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.

6.3 **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 12th Month is determined as the equivalent of the Monthly High-Water Mark of the 11th Month), and (ii) dividing the sum by 12.

6.4 **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 (AUD ex GST)
All Apps for K-12 (Primary students Only)	████
All Apps for K-12 (Secondary students Only)	████
Captivate	████
Presenter Licensed	████

7. K-12 Student Licensing. This section governs Customer’s use of any named user offering for primary and secondary (“K-12”) Students (“Offering”).

7.1 Deployment of the Offering: Enterprise IDs or Federated IDs Only.

Customer may only deploy the Offering using Enterprise or Federated IDs. Use of Enterprise or Federated IDs is essential to ensuring Contractor can meet its student privacy commitments to Customer and that Contractor does not track or market to Student users. Use of Enterprise or Federated IDs also ensures Customer retains control over the applications and services available to K-12 Students and the files and data K-12 Students store. Any assignment of an individual Adobe ID to a K-12 Student nullifies any representation or warranty Contractor makes regarding the use and protection of K-12 Student data, and Customer is solely responsible for any Student privacy or other claims related to Customer’s license deployment using an Adobe ID for the Offering instead of Enterprise IDs or Federated IDs. More information about ID types is available at: <https://helpx.adobe.com/enterprise/help/identity.html>.

7.2 The Customer must obtain prior parental or guardian consent in relation to the Student’s use of the Adobe Products and Services including notifying parents or guardians about the potential collection, use and disclosure of Student’s personal information as part of their access to the Adobe’s Products and Services.

8. Purchase Order. Purchase Order (“PO”) required? Yes → tick:

If this box is not ticked, Adobe may invoice directly using the Adobe Agreement Number as the reference number, on any applicable invoices.

9. Clarifications. To avoid doubt, all warranties and remedies provided under the Exhibits are in addition to, and do not limit, the warranties and remedies provided under the Customer Contract.

10. Continued Use of Specified Products under the Old ETLA despite expiration.

10.1 The Parties previously entered into an Adobe Enterprise Term License Agreement Software Agreement (Agreement number: 00627841) on 31 May 2016 (“Old ETLA”). The Old ETLA (including its related extensions) expires on 14 May 2021. Notwithstanding the expiration of the Old ETLA, Adobe agrees that Customer may continue using the following **two products** (itemised as line item 03 and 04 of the Sales Order (Exhibit A to Schedule 2 of the Old ETLA) for a **12-month period**, subject to the compliance with the terms under section 9 of Exhibit A to Schedule 2 of the Old ETLA):

(1) Photoshop Elements; and

(2) Premiere Elements.

For clarity, the Customer is not receiving support and maintenance for the above two products. If the Customer would like support and maintenance for those products, then it must purchase them in accordance with the pricing agreed with Adobe.

10.2 Customer may use Photoshop Elements and/or Premiere Elements (“PEPE”) beyond the said 12-month period referred to in clause 10.1, but Customer must report the deployment quantities of any continued usage of PEPE using the form

found in section 6.2 (Annual True-Up Report). Such reports are due to Adobe 14 days prior to 31 March 2023 and Customer must enter into an addendum with Adobe to procure the licenses to these PEPE for further periods based on the corresponding unit prices specified in the table below.

SKU	SKU Description	License Metric / Unit of Measure	End User Unit Price (AUD ex GST)
65256776	Photoshop Elements ALL MLP Term w Maint & Gold ALL 1S ETLA	Each Computer per Year	■
65256861	Premiere Elements ALL MLP Term w Maint & Gold ALL 1S ETLA	Each Computer per Year	■

By signing below, each Party acknowledges that it has carefully read and fully understood this Agreement, and each agrees to be bound by the terms of this Agreement. This Agreement becomes effective upon the date of last signature (the "Effective Date"). The individuals signing this Agreement represent that they have the authority to bind the respective Parties to the terms of this Agreement.

Adobe Systems Software Ireland Limited, (ABN 18 586 921 900), as authorized agent of Adobe Systems Pty Ltd (ABN 72 054 247 835)
4-6 Riverwalk, City West Business Campus, Dublin 24
Ireland

THE STATE OF NEW SOUTH WALES BY ITS DEPARTMENT OF EDUCATION
105 Phillip Street

[Redacted Signature]

[Redacted Signature]

Authorized Signature

Authorized Signature

[Redacted Name]

[Redacted Name]

Print Name

Print Name

[Redacted Title]

[Redacted Title]

Title

Title

05/21/2021

Date

Date

Purchase Order Number :
ECC ID Number: [Redacted]

Rest of World

End User : 1463316	Bill-To: 0001467621 1463316	Deploy To :
NSW DEPARTMENT OF EDUCATION Address: 105 Phillip Street Parramatta, New South Wales, 2150 AUSTRALIA	NSW DEPARTMENT OF EDUCATION Attn: [REDACTED] Address: 105 Phillip Street Parramatta, New South Wales, 2150 AUSTRALIA	NSW DEPARTMENT OF EDUCATION 105 Phillip Street Parramatta, New South Wales, 2150 AUSTRALIA
	Invoicing Contact Name: [REDACTED] Contact Email: [REDACTED]	Customer Admin Name: [REDACTED] [REDACTED] Contact Email: [REDACTED]

Instructions for sending signed original agreements to Adobe:

Please return your signed original agreement per the appropriate instructions below. If you have questions regarding these instructions, please contact your Adobe Account Manager or [Adobe Customer Service](#).

For Customers located in the United States, Canada and Mexico only please use one of the following methods to return the signed original agreement to Adobe:		
Mailing Address	Email	FAX
Mail two signed agreement originals to: Adobe Systems Incorporated 345 Park Avenue San Jose, California 95110-2704 USA Attention: Contract Operations Group	Scan and email signed agreement to: *Email: rgcordus@adobe.com or ccoordin@adobe.com	FAX signed agreement to: FAX: (801) 437-2883

For Customers located in Japan, Asia, Australia or New Zealand please email your contract to ccordap@adobe.com For customers located in EMEA or Latam please email your contract to ccordir@adobe.com If your customer requires originals/wet signatures and is located in Australia please send your contract by courier to the Adobe Australia office (see postal address below) If your customer is located in EMEA or LATAM please send originals by courier to the Adobe Dublin office (see postal address below)		
Mailing Address	Email	Mailing address for Australia contracts only
Mail two signed agreement originals to: Adobe Systems Software Ireland Limited 4-6 Riverwalk City West Business Campus Dublin 24, Ireland Attention: Contract Operations Group	Scan and email signed agreement to: *Email: ccordir@adobe.com Or *Email: ccordap@adobe.com	Mail two signed agreement originals to: Adobe Systems Pty Ltd. Tower 2, 27th floor 201 Sussex Street Sydney, NSW 2000 Australia Tel: +61(2)9778-4100

Exhibit B to Schedule 2: Products and Services Exhibit (2020v1)

This Exhibit B forms part of the Customer Contract and applies to the Products and Services licensed by the Customer (as set out in the General Order Form as subsequently amended or supplemented).

1. DEFINITIONS

- 1.1 **“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.
- 1.2 **“Affiliate”** means:
- (A) for Adobe, any other person that controls, is controlled by, or under common control with, Adobe, For the purposes of this definition, the term “control” means the direct or indirect power to direct the affairs of the other person through at least 50% of the shares, voting rights, participation, or economic interest in this person;
- (B) for the Customer, any part of the NSW Department of Education.
- 1.3 **“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.
- 1.4 **“Data Protection Laws”** means Privacy Laws.
- 1.5 **“Distributed Code”** means HTML tags, JavaScript code, object code, plugins, SDKs, APIs, or other code provided by Adobe for the use of On-demand Services or Managed Services.
- 1.6 **“Licence Metric”** means the per-unit metrics specified by Adobe concerning the licensed quantities in the Sales Order, to describe the scope of Customer’s licence to use the Products and Services. Unless the Agreement provides otherwise, the Licence Metrics are published in the Documentation at helpx.adobe.com.
- 1.7 **“Licence Term”** means the duration of the licence for the Products and Services, as stated in the Sales Order, or any shorter term arising from a termination of this Agreement.
- 1.8 **“Report”** means any graphical or numerical display of Customer Data that contains Adobe’s proprietary design, look and feel that is generated by the On-demand Services or Managed Services.

2. LICENCE AND RESTRICTIONS

- 2.1 **Licence Grant for On-demand Services and Managed Services.** Subject to the terms and conditions on this Agreement, Adobe grants Customer for its direct beneficial business purposes, during the Licence Term, a non-transferable and non-exclusive licence to:
- (A) permit Users to access the On-demand Services or Managed Services and where applicable, Reports, through the applicable interfaces;
- (B) install, implement, and use the Distributed Code on Customer Sites;
- (C) develop and test Customer Customizations (as defined in the PSLT for the applicable Managed Services) to evaluate potential configurations of the Managed Services; and
- (D) use the On-demand Services and Managed Services in accordance with the Documentation.

Unless otherwise specifically limited in the Sales Order, Adobe will provide Customer with User login IDs and passwords in a quantity agreed between Customer and Adobe.

- 2.2 **Licence Grant for On-premise Software.** Subject to the terms and conditions of this Agreement, Adobe grants Customer for its direct beneficial business purposes, during the Licence Term, a non-transferable and non-exclusive licence to:
- (A) install and use the On-premise Software in accordance with the Documentation on Computers for its direct beneficial business purposes, for the platforms and in the 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 these 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. “Cold backup basis” in this sub-section means that the backup copies are completely disconnected from any use environment and not receiving automatic data updates, and these backup copies require a manual activation process to pick up the use environment load during the failure of the primary copy,

- 2.3 **Licence Conditions.** Except to the extent expressly permitted under this Agreement, Customer agrees as a condition of the licenses that it must not:

- (A) use the Products and Services (1) in violation of any applicable law, or in connection with unlawful material (such as material that violates any obscenity, defamation, harassment, privacy, or intellectual property laws); or (2) in 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 or 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) (1) attempt to interact with the operating system underlying the On-demand Services and Managed Services, or (2) modify, create derivative works of, adapt, translate, reverse engineer (including monitoring or accessing the inputs and output flowing through a system or an application), decompile, or otherwise attempt to discover within any Adobe Technology, the source code, data representations, or underlying algorithms, processes and methods. 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;
- (G) unbundle any components of the On-premise Software for use on different Computers, because the On-premise Software is designed and provided to Customer, for use as a single product; or
- (H) share its login IDs and passwords, or allow use of the same login ID simultaneously by two or more Users, and Customer is responsible for unauthorised access to its login IDs and passwords.

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

- 2.4 **Third-Party Providers.** Customer is responsible for complying with any applicable terms and conditions of any third party data, products, services, and platforms used by Customer in conjunction with the Products and Services.
- 2.5 **Regional Service Limitations.** Unless use in a Restricted Country is specifically licensed in the Sales Order or the Products and Services are part of the Limited Subset of On-demand Services listed by Adobe at <https://www.adobe.com/legal/terms/enterprise-licensing/rsl-ww.html> or other similar country-specific licensing terms document (incorporated herein by reference), Customer is not permitted to use or allow its Users to use the On-demand Services and Managed Services in any Restricted Country. “**Restricted Country**” means mainland China, Russia and any other country where access or usage is restricted by local laws.

3. THIRD-PARTY ACCESS

- 3.1 **Use by Affiliates and Students.** Where specified in a Sales Order, Customer may allow its Affiliates and Students to use and access the Products and Services.

- 3.2 **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, provided such use or access is only for Customer's direct beneficial business purposes. Customer is responsible for ensuring that any third party or Affiliate operating, using or accessing the Products and Services on Customer's behalf complies with the terms of this Agreement. Customer is responsible for and liable for the acts or omissions of such Affiliate or third party as if they were Customer's acts or omissions.

4. CUSTOMER CONTENT AND DATA

- 4.1 **Ownership.** As between Adobe and Customer, 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.
- 4.2 **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 : (1) to the extent necessary to perform its obligations (which may include, but is not limited to, developing, modifying, improving, supporting, customising, and operating the Products and Services) or enforce its rights under this Agreement; or (2) where required or authorised by law.
- 4.3 **Responsibility.**
- (A) Adobe does not communicate with Customer's users directly. Customer is responsible for complying with (including giving any notifications, obtaining any consents, and making any disclosures required under) Data Protection Laws.
- (B) Customer retains complete control over the installation and configuration of Distributed Code, and all Customer Sites and Customer Content. Customer must comply with its privacy policy, and 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 2.3(A) ("**Unlawful Content**"), in accordance with applicable laws and regulations. If there is Unlawful Content, Adobe may suspend services and remove the Unlawful Content.
- 4.4 **Professional Services.** Not used.
- 4.5 **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 or authorized by law or regulation (e.g. when Adobe receives a valid subpoena or search warrant).
- 4.6 **Customer's Users/Privacy Policy.** Customer must ensure it does not directly or indirectly cause Adobe or third-party providers that operate servers or host data for the On-demand Services or Managed Services, as applicable, to breach any Data Protection Laws in the collection, storage, access, transfer, use or disclosure of Personal Data arising from or in connection with this Agreement. Where required under Data Protection Laws, Customer must ensure that:
- (A) Each Customer Site contains a notice to its users that identifies the collection, use, disclosure, and transfer of their Personal Data by Customer, Adobe, or third-party host providers in connection with the On-demand Services or Managed Services, as applicable; and
- (B) Customer, when disclosing or transferring Personal Data from any source (including Customer Sites) to Adobe or third-party host providers, complies with the requirements for such disclosure or transfer.
- 4.7 **Professional Services.** Not used.
- 4.8 **Usage Analytics.** Adobe may develop, modify, improve, support, and operate its Products and Services based on Customer's use (and in respect of Customer Data or Customer Content only where such information is anonymised unless otherwise set out in this Customer Contract), as applicable, of any Products and Services.

5. OTHER CLAIMS

- 5.1 **Customer's Obligations.** Customer will ensure that any Customer Customization, Customer Content and Customer Data do not breach the law or infringe the rights of any third party. For clarity, Customer will not be responsible for any such breach or infringement to the extent it is caused by the intellectual property in the Adobe Technology itself.

6. WARRANTIES

- 6.1 **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 Licence 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.
- 6.2 **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.
- 6.3 **Implied Warranties.** To the maximum extent permitted by law and except for the express warranties in this Agreement and any Non-Excludable Provisions, Adobe provides the Products and Services on an "as-is" basis. Adobe, its Affiliates, and third-party providers disclaim and make no other representation, promise, assurance, undertaking or warranty of any kind, express, implied or statutory, including representations, guarantees, conditions or warranties of merchantability, satisfactory quality, 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.
- 6.4 **Non-Excludable Provisions.** Nothing in this Agreement excludes, restricts, or modifies any right or remedy, or any guarantee, warranty, or other term or condition, implied or imposed by any law which cannot lawfully be excluded or limited. This may include any consumer law which contains guarantees that protect the purchasers of goods and services in certain circumstances. If any guarantee, warranty, term, or condition is implied or imposed concerning this Agreement under any consumer law or any other applicable law and cannot be excluded (a "**Non-Excludable Provision**"), and Adobe is able to limit Customer's remedy for a breach of the Non-Excludable Provision, then the liability of Adobe for breach of the Non-Excludable Provision is limited to one or more of the following, at Adobe's option:
- (A) in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or
 - (B) in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.

7. EFFECT OF TERMINATION OR EXPIRATION

- 7.1 Upon termination or expiration of this Agreement or any Licence Term for the Products and Services:

- (A) the licence and associated rights for the Products and Services will immediately terminate (except where a Product is expressly stated to be licensed on a perpetual basis);
 - (B) Customer must, at its expense: (a) use reasonable efforts to 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 Licence Term; and
 - (C) 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).
- 7.2 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.
- 7.3 If Adobe reasonably determines that Customer's deployment of the On-demand Services or Managed Services is causing 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 ("**Deployment Risk**"), then Adobe may, at any time, upon written notice to Customer:
- (A) immediately suspend Customer's access, in whole or in part, to the On-demand Services or Managed Services causing the Deployment Risk, until such Deployment Risk is resolved; or
 - (B) as a final option, where Adobe has first used all commercially reasonable efforts to mitigate the Deployment Risk, Adobe may terminate the affected On-demand Services or Managed Services.

8. COMPLIANCE

- 8.1 Adobe may from time to time verify that Customer's use of the Products and Services complies with the terms of this Agreement ("**Verification Rights**"). Adobe acknowledges that Customer comprises of a significant number of Faculty Member, Staff Member and Students located in numerous locations, and has numerous Computers and shared devices. Adobe acknowledges that it is likely to be onerous on the Customer to assist Adobe in relation to the exercise of its Verification Rights.
- 8.2 If Adobe exercises its Verification Rights, it will exercise them with minimal reliance on the Customer's resources, e.g. Adobe will not ask for valid purchase documentation for the Products and Services from the Customer when Adobe should have copies of them. Where Adobe's exercise of its Verification Rights may require Customer to provide raw data from a software asset management tool (e.g. any admin console made available by Adobe), Adobe must obtain the Customer's consent before the software asset management tool is deployed or used. The Customer's consent will not be unreasonably withheld but will take into consideration of the Customer's reasonable concerns around the tool's impact on the Customer's complex technology environment and network and systems security. Adobe agrees it will not conduct an on-site verification at the premises of the Customer and/or any part of the Enterprise. Any information provided by the Customer to Adobe in relation to the exercise of its Verification Rights will be under terms of confidentiality.
- 8.3 Adobe will not request the Customer to provide any Deployment reports except as required under clause 6 of Exhibit A.

Exhibit C to Schedule 2: Support Terms and Conditions

The following provisions detail Adobe’s provision of support services to an eligible entity (“Customer”) for the applicable On-premise Software, On-demand Services, and Managed Services (each a "Product" and collectively “Products”). These support services (or portions thereof) (“Support Services”) may have been previously referred to as Gold, Platinum, or Enterprise Support Services. More information regarding eligibility and applicability of these Support Services may be obtained by contacting Adobe Customer Care.

Live Telephone and Online Technical Support

Adobe will provide live technical support services to individuals designated by Customer as support admins on the admin console on a 24x7x365 basis. Local language support, if offered, is available from 9:00 am through 5:00 pm Monday through Friday local time, excluding national holidays and Adobe designated holidays. Outside these hours, support is available in English language only. Upon enrollment, Adobe will provide Customer with appropriate telephone numbers to be used for support, and the support sites to be accessed for unlimited online support, depending on the geographical location of Customer and Adobe Products licensed.

Remote Support

Customer may request support services via remote computer access. If so requested, Customer agrees to allow Adobe permission to remotely access any and all Customer systems on which the Adobe Products depend, via an external computer controlled by Adobe, for the sole purpose of providing support services to Customer.

Expert Services Appointments

If available for a Product, Customer’s designated technical support contacts may schedule expert services appointments consisting of up to 30 minutes of telephone advice regarding product workflows and best practices. Customer may contact Adobe Customer Care to inquire if such appointments are available for a specific Product.

Initiation and Processing of Service Request

To initiate a request for support services from Adobe, Customer’s designated individual must identify the failure of the applicable Product to perform in accordance with the applicable published product documentation (“Service Request”). After receipt of a Service Request, Adobe will (a) define the priority of the Service Request, and (b) undertake reasonable efforts to acknowledge receipt of such Service Request within the identified timeframe (“Targeted Response Time”) via the same medium of communication by which the Service Request was reported.

The priority of each Service Request will be addressed as follows:

Priority	Description	Targeted Response Time
Level 1 - Critical	Problem results in extremely serious interruptions to a production system Tasks that should be executed immediately cannot be executed due to complete crash of a production system or interruptions in main functions of a production system Problem results in compromised data integrity which could result in financial losses Problem has affected or could affect entire user community	30 minutes (Service Request must be initiated telephonically)

<p>Level 2 - Urgent</p>	<p>Problem results in serious interruptions to normal operations and could negatively impact an enterprise-wide installation or urgent deadlines in a production system</p> <p>Data processing continues but in a restricted manner and data integrity may be at risk which may cause serious interruptions to critical processes</p> <p>Problem hinders the deployment of an enterprise installation of a pre-production system</p>	<p>1 hour</p>
<p>Level 3 - Important</p>	<p>Problem causes interruptions in normal operations or minor degradation in performance</p> <p>Problem is attributed to malfunctioning or incorrect behavior of the Product</p>	<p>4 hours</p>
<p>Level 4 - Minor</p>	<p>Problem results in minimal or no interruptions to normal operations but no business impact</p> <p>Problem typically consists of installation and configuration inquiries</p>	<p>1 business day</p>

Processing of Service Request

Adobe will use reasonable efforts to acknowledge receipt of the Service Request within the Targeted Response Time. Adobe will use commercially reasonable efforts to diagnose the problem and provide a remedy that could take the form of eliminating the defect, providing updates, or demonstrating how to avoid the effects of the defect using a commercially reasonable level of effort. Despite Adobe’s exercise of reasonable efforts, not all problems may be solvable. The processing time will start from the date and time when Adobe’s Customer Care team acknowledges receipt of the Service Request. If the Service Request cannot be solved within a commercially reasonable timeframe, the Service Request may be escalated within the Adobe Customer Care organization. Customer’s designated technical contact must be available to work with Adobe Customer Care while Adobe is in the process of resolving the Service Request.

Right to Modify Targeted Response Times

Adobe reserves the right to alter the Targeted Response Times, from time to time, using reasonable discretion but in no event may such alterations result in: (a) diminished support from the level of support described herein; (b) materially diminished obligations for Adobe; or (c) materially diminished rights of Customer. Adobe will provide Customer with 60 days prior written notice of any material changes to the Targeted Response Times identified herein.

Issuance of Updates

In its sole discretion, Adobe may provide Customer with an update to a Product which may consist of code corrections, bug fixes, and minor modifications or enhancements to the Product in order to bring the Product into substantial conformity with the applicable published product documentation. Updates will only be provided to Customer for the current version of the Product. All updates are provided to Customer on a license-exchange basis. Adobe’s issuance of an update to a Product is intended as a replacement of the copy of the Product previously licensed to Customer and are not provided as additional copies.

Maintenance: Issuance of Upgrades

The following provision applies to: purchases of On-premise term licenses, On-demand Services, and Managed Services and purchases of On-premise perpetual licenses, only if Customer is enrolled in a maintenance and support program. As used herein, “Upgrades” means an upgrade to a Product consisting of a new version release of the Product, or a generally available modification or enhancement to the performance or functionality of the Product that exists in the then-current release of such Product. In its sole discretion, Adobe may provide Customer with an Upgrade to a Product. All Upgrades are provided to Customer on a license-exchange basis. Adobe’s issuance of such Upgrade to a Product is intended as a replacement of the copies of the Product previously licensed to Customer and are not provided as additional copies. Copies of the Products that are replaced must be destroyed. Customer’s use

of any Upgrade provided by Adobe is to be governed by the updated license use and restriction terms in the applicable end-user license agreement, if any.

Right to Discontinue or Modify Support

Support Services for any Product is limited to the hardware, platform and operating systems detailed in the Products' applicable system requirements documentation. Adobe has the right to alter, or discontinue the manufacture and development of any of the Products and the support available for those Products, at any time in its sole discretion, provided that Adobe agrees not to discontinue Support Services for a Product during Customer's then-current, paid for, support term, subject to the termination provisions in the applicable end-user license agreement between Customer and Adobe, or these terms and conditions. In no event will such alterations made to support during Customer's then-current support term result in: (a) diminished support from the level of support set forth herein; (b) materially diminished obligations for Adobe; or (c) materially diminished rights of Customer. Adobe will provide Customer with sixty (60) days prior written notice of any material changes to the support services contemplated herein.

Additional terms applicable to perpetual On-premise Software licenses

RENEWAL FEES

If Adobe makes renewals for support available to its customers generally, Adobe will provide Customer with a renewal notice in advance of expiration of the then-current term for support services, so that Customer can order an additional one year term for support. If Customer desires to renew, Adobe will invoice Customer for the renewal term. If Customer allows its support services on its perpetual license to the On-premise Software to lapse, Customer may be subject to additional fees, to cover the lapsed period, prior to the reinstatement of support services. If Customer elects to renew support services for an additional term following the purchase of the On-premise license, the renewal annual support fee is determined as follows unless otherwise agreed: (a) for the first renewal term, the initial annual fee may be increased by three percent (3%); (b) for the second through the fourth renewal terms, the annual support fee for the immediately preceding renewal term may be increased by three percent (3%); and (c) for the fifth and subsequent renewal terms, the annual support fee will be the lesser of twenty percent (20%) of the then-current list price for the On-premise Software or the annual support fee for the immediately preceding renewal term increased by the applicable Consumer Price Index (CPI), for the twelve-month period preceding the renewal date, however, in no event shall the amount be less than the annual support fee charged for the prior year for the On-premise Software covered by the applicable renewal unless otherwise agreed.

DECOMMISSIONING

If Customer has purchased multiple perpetual licenses of an On-premise Software and Customer chooses to renew support services, Customer must purchase support services on all of the perpetual licenses of the On-premise Software unless otherwise agreed by Adobe and which would be subject to Adobe's policies on documenting decommissioned On-premise Software licenses.

EXTENDED SUPPORT

If the version of an On-premise Software product licensed by Customer reaches end of life, Customer may elect to purchase extended support ("Extended Support") for a maximum period of another two (2) years from the end of life date, provided that Extended Support is available for that version of the On-premise Software. The [Support Lifecycle Policy](#) identifies the availability of Extended Support and its associated cost.

Additional terms applicable to Adobe Managed and On-demand Services Customers

In Adobe's sole discretion, Adobe may make available a resource ("Customer Success Engineer") that will answer questions from a maximum of 10 named Customer technical support contacts regarding the initial implementation of the Managed or On-demand Services, the upgrade process, and Managed or On-demand Services best practices.

The Customer Success Engineer will be available from 9am – 5pm Monday through Friday in the time zone where the Customer's Success Engineer is located. Adobe provides no specific response times in association with a Customer Success Engineer.

Special offer specific to On-premise Software licenses**DEFINITIONS**

- “Bank of Funds” means the total credits issued by Adobe in connection with an On-premise License.
- “Commitment Period” means the total license term commitment for an On-premise License commencing upon the applicable License Term Start Date and continuing until the final License Term End Date identified for such On-premise License in the applicable Sales Order.
- “On-premise License” means a term-based (but not perpetual) license to any Adobe Product and Service that is comprised solely of On-premise Software components and does not include access to any On-demand Services or Managed Services. For clarity, any licenses obtained through VIP are not On-premise Licenses for the purposes of this section.
- “Partner” means, if Customer did not pay Adobe directly, the partner that paid or pays Adobe directly for Customer’s On-premise License.
- “Support Terms and Conditions” means those terms and conditions located at <https://helpx.adobe.com/support/programs/support-policies-terms-conditions.html> whether linked dynamically within a Sales Order or statically attached to a Sales Order.

APPLICATION

By providing notice in accordance with the “Auto-Renewal” section below, Customer may apply this “Special Offer Specific to On-premise Software Licenses” to any Sales Order for the purchase of an On-premise License(s) that incorporates by reference the Support Terms and Conditions, excluding specifically Sales Orders entered into by the U.S. Federal Government (Sales Orders with state and local governments are not excluded) and Sales Orders under which Customer or Partner, as applicable, is purchasing an On-premise License for deployment within the People’s Republic of China. If a Sales Order does not include the Support Terms and Conditions, but is otherwise not excluded as set forth in this section, Customer may still apply this “Special Provision Specific to On-premise Software Licenses” by providing Adobe notice in accordance with the “Auto-Renewal” section below.

SUCCESSIVE MONTHLY TERMS

For each On-premise License, the license period is monthly. The Commitment Period is comprised of successive monthly license terms. For example, a three-year Commitment Period with a License Term Start Date of February 10th is comprised of 36 successive monthly terms, each monthly term commencing on the 10th of the month.

AUTO-RENEWAL

During the Commitment Period, On-premise Licenses will automatically renew month to month unless Customer, or Partner if applicable, provides 10 days prior written notice of its intent not to renew. Customer’s or Partner’s exercise of this option not to renew (thereby acceptance of this offer) will automatically result in termination of the On-premise License at the end of the applicable monthly period (the “Termination Date”).

BANK OF FUNDS

Upon the Termination Date, Customer or Partner, as applicable, will have a Bank of Funds balance in an amount equal to the remaining prepaid and unused fees received by Adobe directly or through a Partner for the applicable On-premise License. Such bank of funds will be held for the Customer’s benefit in accordance with these terms.

Customer’s and, if applicable, Partner’s obligation to pay the total fees for the entire Commitment Period shall survive such termination (each remaining payment a “Surviving Payment”).

Adobe will credit any Surviving Payment made to Adobe by Customer or Partner, as applicable, after the Termination Date to the applicable Bank of Funds.

Customer or Partner, as applicable, may apply its Bank of Funds to any “net new,” separate, mutually agreeable Sales Order for Adobe Products and Services for Customer.

Customer or Partner, as applicable, may not apply its Bank of Funds toward any outstanding or upcoming payment due on a Sales Order executed prior to the applicable Termination Date.

Customer or Partner, as applicable, may not apply its Bank of Funds toward payment of any fees due on a renewal of Products and Services purchased prior to the applicable Termination Date.

Each unused Bank of Funds shall expire without any refund 120 days after the final License Term End Date for the relevant On-premise License identified in the applicable Sales Order.

For clarity, nothing in this paragraph relieves Customer or Partner, if applicable, of its payment obligations as scheduled under any Sales Order under which Customer terminates an On-premise License that gives rise to a Bank of Funds.

TERMINATION OF ANY ON-PREMISE LICENSE

Upon termination of any On-premise License hereunder, Customer will discontinue all further use and deployment of the On-premise License, immediately uninstall and destroy all copies of such Products and Services and provide written evidence of such destruction to Adobe.

Additional Terms Applicable to Creative Cloud Products

For Creative Cloud Products, Support Services vary based on the version of the On-premise Software, operating systems (e.g., iOS, Android) used by Customer, and other factors. Support Services may not be available for older versions. For more information, please refer to the Creative Cloud Support Policy, which is available at: <https://helpx.adobe.com/support/programs/cc-support-policy.html>.

Exhibit D to Schedule 2: PSLT – Adobe Captivate Prime (2020v1)

This Exhibit D forms part of the Customer Contract and applies to the On-demand Services licensed by the Customer.

1. **Customer Content.** Certain features of the On-demand Service enable Customer to specify the level at which the On-demand Service restrict access to Customer Content. Customer is solely responsible for applying the appropriate level of access to Customer Content. The uploading of Customer Content to the On-demand Service without actual viewing by Adobe, does not constitute disclosure of the Customer Content to Adobe. The On-demand Service is automated and Adobe will not access any Customer Content, except as reasonably necessary to perform the On-demand Service, such as: (a) respond to support requests; (b) detect, prevent, or otherwise address fraud, security, or technical issues; or (c) as expressly permitted under this Agreement.
2. **Storage and Retention.** Customer is licensing the training package of this Product under this Agreement, and as such no Customer Content or Customer Data will be stored by Adobe for this Product.
3. **Third Party Materials.** If Customer accesses or uses the On-demand Service, Customer may be exposed to materials from third parties that are offensive, indecent, or otherwise objectionable. Customer may report any such objectionable materials to Adobe customer service.
4. **License Restrictions.** Customer may not: (a) attempt to gain unauthorized access to services, materials, other accounts, computer systems, or networks connected to any Adobe server or to the On-demand Service, through hacking, password mining, or any other means; (b) obtain or attempt to obtain any materials or information through any means not intentionally made available through the On-demand Service; (c) engage in any systematic extraction of data or data fields (including email addresses) except as may be reasonably contemplated through the normal use of the On-demand Service; (d) use the On-demand Service for malicious injection of dial tone multi-frequency commands; (e) upload, record, publish, link to, or otherwise transmit or distribute Customer Content that would breach Customer's representations and warranties regarding Customer Content; or (f) rotate or reuse the user licenses. User licenses may be reassigned from one individual to another only if the employment or independent contractor relationship of a licensed individual terminates; otherwise, written permission from Adobe is required. For the avoidance of doubt, user licenses may be reallocated from one individual to another whilst they are employed or independently contracted subject to the Customer obtaining Adobe's prior written consent (such consent not to be unreasonably delayed or withheld).
5. **Trial Use of Service.** If Customer has subscribed to the On-demand Service on a trial basis, then Customer's use the On-demand Service is subject to the Agreement and is limited as provided in the email communication from Adobe, or as provided in web pages describing trial use of the On-demand Service. This trial On-demand Service is subject to change and termination in Adobe's sole discretion.
6. **Third Party Software 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-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-demand Services.
7. **Emails to Participants.** Emails related to the On-demand Services are generally sent to participants by Customer, and not by Adobe. If applicable, Adobe may send emails to participants in Customer's name as Customer's agent, at Customer's request, and on Customer's behalf. Customer is solely responsible for such emails and their contents.
8. **Captivate Prime for Desktop.**
 - 8.1 **Activation; Installation; 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.
 - 8.2 **Update.** 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.

- 8.3 **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 terms and conditions associated with that specific Adobe On-demand Services. If Customer does not agree, Customer may not access or use the applicable On-demand Services.

9. Captivate Prime Content Catalogue.

- 9.1 **Ownership:** Except as granted in this PSLT, Adobe and its licensors retain all rights, title and interest in and to the Work.
- 9.2 **License and Restrictions to the Work:** Subject to the terms of this Agreement, Customer is granted a non-exclusive, worldwide, non-transferable, non-sublicensable license to use, reproduce and archive Courses solely in connection for use of Products and Services and Works, during the License Term, for Customer's internal operations and non-commercial purpose of (i) accessing and using the Work(s) through applicable interface; and (ii) use and distribute Reports solely for its own internal business purposes. Adobe reserves all the rights not expressly granted in this PSLT. Customer must not: (a) use the Work in a pornographic, defamatory, or otherwise unlawful manner; (b) take any action in connection with the Work that infringes the intellectual property or other rights of any person or entity, such as the moral rights of the creator of the Work and the rights of any person who, or any person whose property, appears in the Work; (c) use the Work in a way that depicts models and /or property in connection with a subject that a reasonable person could consider unflattering, immoral, or controversial, taking into account the nature of the Work, examples of which could include, without limitation, ads for tobacco; adult entertainment clubs or similar venues or service; endorsements of political parties or other opinion-based movements; or implying mental or physical impairment; (d) remove, obscure or alter any proprietary notices associated with the Work(s), or give any express or implied misrepresentation that you or another third party are the creator or copyright holder of any Work; or (e) use the Work or any title, caption information, keywords or other metadata associated with Work(s) for any (1) machine learning and /or artificial intelligence purpose; or (2) technologies designed or intended for the identification of natural persons.
- 9.3 **Warranty:** To the maximum extent permitted by law, Adobe provides the Courses on an "as-is" basis. Adobe, its Affiliates, and third-party providers disclaim and make no other representation, promise, assurance, undertaking or warranty of any kind, express, implied or statutory, including representations, guarantees, conditions or warranties of merchantability, satisfactory quality, fitness for a particular purpose, title, non-infringement, or accuracy.
- 9.4 **Modification(s):** During the License Term, Adobe reserves the right to remove, modify or alter in any manner, the Work(s) and Courses from Adobe Captivate Prime at any time, with a prior written notice of 60 days to the Customer, provided that the Courses that are selected by the Customer for such License Term will not be removed by Adobe.
- 9.5 **Third Party Intellectual Property Claims.**
- (A) **Adobe's Obligations.** For the purposes of this PSLT, an "IP Claim" shall have the same meaning as defined in the General Terms.
- (B) **Additional Conditions.** In addition to the conditions mentioned in section 8.2(C) of General Terms, Adobe will have no liability for any IP Claim that arises from (1) any use of the Courses or Work(s) after Adobe has instructed Customer to stop using such Courses and Work(s), (2) the use of Courses or Work(s) in violation of this Agreement, or (3) use of Courses or Work(s) in a manner not reasonably contemplated by the Parties or this Agreement (for example, the commercial exploitation of the Courses or Work(s) or the use of Courses or Work(s) by individuals not authorised under this Agreement).
- 9.6 **Other Claims.** Not used
- 9.7 **Reservation.** If Customer has actual knowledge, or if Customer or Adobe reasonably believes that a Work 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 Work, and Customer must promptly comply with Adobe's instructions, and ensure Customer's clients, distributors, employees, and employers stop using the Work.

9.8 **Termination.** Adobe may, at any time, terminate the license to any Work upon the notice to Customer in the event, Customer breaches the terms of this Agreement.

10. Definitions:

10.1 “**Work(s)**” means any and all creative assets, including illustrations, icons, templates, photographic, layered, audiovisual, mixed or multi-media works, as well as any sets, libraries, compilations, collections or derivative works of any of the foregoing, and any other forms of content, information, captions, data, or copyrighted materials that are made available to Customer ,which may be licensed additionally by Customer with Adobe Captivate Prime.

Exhibit E to Schedule 2: PSLT – Adobe Creative Cloud and Adobe Document Cloud (2020v2)

This Exhibit E forms part of the Customer Contract and applies to the On-premise Licensed Software offering licensed by the Customer. References to “On-premise Software” and “On-demand Services” in this PSLT are to Products and Services of Adobe Creative Cloud or Adobe Document Cloud or Captivate or Presenter, as applicable.

PRODUCT SPECIFIC LICENSING TERMS FOR ON-PREMISE SOFTWARE

1. Multiple-User Access.

- 1.1 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.
- 1.2 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.

2. Activation; Installation.

- 2.1 **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.
- 2.2 **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.

3. **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.

4. **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 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) only permit use of such software in connection with such application, document or content. No other embedding rights are implied or permitted.

5. **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. To clarify further, 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.

6. **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.

7. **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 (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.

8. **AVC Distribution.** The notices applicable to On-premise Software containing AVC import and export functionality are located on webpage for the third-party notice referenced in section 16 (Third-Party Notices).

9. **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.

- 10. 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 any 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.

PRODUCT SPECIFIC LICENSING TERMS FOR ON-DEMAND SERVICES

- 11. License Restrictions.** In connection with Customer’s use of the On-demand Services, Customer must not:
- 11.1 place advertisement of any products or services through the On-demand Services;
 - 11.2 use any data mining or similar data gathering and extraction methods, including data scraping for machine learning or other purposes;
 - 11.3 circumvent any access or use restrictions; or
 - 11.4 impersonate any person or entity, or falsely state or otherwise misrepresent Customer’s affiliation with a person or entity.
- 12. 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.

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

- 13. 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.
- 14. 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.
- 15. 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 can Customer distribute the Content Files on a stand-alone basis outside of the End Use.
- 16. 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 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.
- 17. Account Activity.** Each User has an account associated with his or her login ID. Customer is responsible for all activity that occurs via a User’s account(s).
- 18. Modification.** Adobe will make reasonable efforts to notify Customer of any modification or discontinuation of any On-demand Service or any On-premise Software or any portions thereof. Adobe will provide Customer with a pro-rata refund of prepaid fees or with a service similar to any discontinued On-demand Service.

- 19. 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. Customer may not 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) except where the Products and Services are licensed on a shared device licence (Line Numbers 11 and 18 of Exhibit A to Schedule 2). 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.
- 20. Prerelease or Beta Version.**
- 20.1 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 or beta version (“**Beta Version**”). A Beta Version does not represent the final product and may contain bugs that may cause system or other failure and data loss. Adobe may choose not to release a commercial version of the Beta Version.
- 20.2 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.

PRODUCT SPECIFIC LICENSING TERMS FOR ADOBE DOCUMENT CLOUD

- 21. Adobe Sign Entitlements.** If Customer’s license entitlement includes access and use of Adobe Sign, then the Adobe Sign PSLT (available here: <https://www.adobe.com/content/dam/cc/en/legal/terms/enterprise/pdfs/PSLT-AdobeSign-2020v1-WW.pdf>) applies to such access and use.
- 22. 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 FONTS

23. Desktop Publishing.

- 23.1 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
- 23.2 Customer may only embed those characters (*i.e.*, subset) of Desktop Fonts that are necessary to display, print, and view the Customer Document.

- 24. 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.

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

- 25.1 **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).

25.2 **Prohibited Uses of the Licensed Fonts.** Customer is expressly prohibited from:

- (A) 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;
- (B) 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;
- (C) 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;
- (D) 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;
- (E) using any portion of the Licensed Fonts in a Reseller Platform without a written license from Adobe;
- (F) rendering, manufacturing, or capturing glyphs, in whole or in part, to be used as a font or typesetting system; and
- (G) 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.

26. Definitions.

- 26.1 **“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.
- 26.2 Not used
- 26.3 **“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).
- 26.4 **“Licensed Fonts”** means the Desktop Fonts and Web Fonts that Adobe makes available to Customer through the On-demand Services.
- 26.5 **“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.).
- 26.6 **“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.
- 26.7 **“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.

PRODUCT SPECIFIC LICENSING TERMS FOR ADOBE SPARK

- 27. **Uploading and Publishing Customer Content.** All text, font, images, videos, icons, audio, and any other media submitted or uploaded by Customer or on Customer’s behalf to Adobe Spark is Customer Content.
- 28. **Customer Font(s).** For any font or font file Customer uploads or submits into the On-demand Services (“Customer Font(s)”), Customer (A) retains all rights to the unmodified Customer Fonts; (B) acknowledges that enabling the display of any Customer Font with Adobe Spark may require Adobe to use Adobe Technology, including its proprietary font-optimization technology, and that Adobe retains all rights to such Adobe Technology; and (C) acknowledges that if Adobe is informed by a foundry that Customer does not have sufficient rights to a Customer Font, Adobe may take down that Customer Font from Customer’s account and from the Customer Content that uses that Customer Font.
- 29. **Third-Party Services.** Adobe Spark includes features that allow Customer to use and search for content from independent third-party services from within Adobe Spark and import such content directly into Customer’s Spark Projects (defined below). Adobe Spark provides 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.

30. Personal Information of Spark Visitors; Customer Responsibilities. As between Adobe and Customer, Customer is solely responsible for all personal information of visitors to Customer's Adobe Spark Projects ("**Spark Visitor(s)**") that Customer may collect via Customer's Spark Projects when Spark Visitors view, access, or use Customer's Spark Projects. "**Spark Projects**" mean the projects Customer creates using Adobe 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 Spark Visitors and Customer's indemnity obligations under the Agreement shall apply to breach thereof.

Exhibit F to Schedule 2: PSLT – Adobe Experience Manager: Managed Services (2020v3)

This Exhibit F forms part of the Customer Contract and applies to AEM On-premise Software licensed by Customer.

1. Pre-Production Phase

1.1 During the Pre-Production Phase, Customer will:

- (A) create and provide a complete and accurate Runbook to Adobe for review and obtain Adobe’s written approval of such Runbook;
- (B) create and test Customer Customizations for the purpose of evaluating potential configurations of the Managed Services;
- (C) use the Cloud Manager Framework to submit, store, process, and manage changes to, the Customer Customizations, including Customer Customization source code; and
- (D) conduct additional quality and security testing of those Customer Customizations and configurations by performing bug elimination, simulations, and integration with other Customer systems.

2. Production Phase

2.1 If Customer desires to make any Customer Customizations to the Managed Services once the Managed Services are in the Production Phase:

- (A) Customer will request that Adobe launch a cloned staging server, implement such Customer Customizations, and request that such Customer Customizations be reviewed and approved by Adobe;
- (B) the Managed Services will then revert to the Pre-Production Phase in connection with such Customer Customizations on such cloned server; and
- (C) Adobe will continue to simultaneously run the Managed Services in the Production Phase while such Customer Customizations are in the Pre-Production Phase.

3. Customer Customizations

3.1 Adobe will not be responsible for any defect or failure in the Managed Services caused by Customer Customizations, Customer’s configuration of the Managed Services, or by Customer’s failure to meet the obligations in sections 1 and 2 (Pre-Production Phase and Production Phase). Customer acknowledges and agrees that any testing of Customer Customizations via the Cloud Manager Framework represents only a subset of the overall testing that needs to be completed by Customer. Customer is solely responsible for all testing (security and quality) of Customer Customizations.

3.2 Should Customer fail to implement changes to Customer Customizations required by the Cloud Manager Framework, Customer may need to license additional Managed Production Capacity.

9. **Development Consultant.** Any Development Consultant(s) appointed by Customer under this PSLT works expressly and exclusively at Customer’s direction and Customer is responsible for any acts or omissions of such Development Consultant(s). Adobe may deny access to any Development Consultant it deems is adversely impacting the Managed Services or other Managed Services customers. References to Customer in this PSLT refer to both Customer and its Development Consultant(s).

10. **Runbook.** Customer’s Runbook must, at a minimum, include the subject matters listed below in the format provided by Adobe. Customer must promptly update the Runbook each time it creates new Customer Customizations that are accepted by Adobe for use in the Production Phase. Adobe may, in its sole discretion, from time to time during the License Term, change or modify the subject matters required to be included in the Runbook, and Customer will promptly update its Runbook to include such new subject matters. Customer will immediately update the Runbook upon any Adobe request.

10.1 Runbook Table:

Runbook Subject Matter	Description
System Configuration	Adobe may provide Customer with information regarding the configuration of the Managed Services, and Customer must verify whether this information is correct.
Customizations	A list of all Customer Customizations.

Runbook Subject Matter	Description
	<p>A list and description of the functionality of all software (including of any bugs) installed by Customer in connection with the Managed Services.</p> <p>A list of all AEM Forms Reader Extensions credentials or PKI certificates applied to the Managed Services by Customer.</p> <p>Any Customer-specific backup schedule for Customer’s implementation of the Managed Services.</p>
System Monitoring	<p>A list of any connections between the Managed Services and any other systems on which the Managed Services is dependent.</p> <p>A list of parameters for such connections that should be monitored by Adobe to ensure functioning of the Managed Services.</p> <p>A list of parameters associated with any Customer Customizations that should be monitored by Adobe to ensure functioning of the Managed Services.</p>
User Acceptance Testing Documentation	<p>Describe the load testing scenarios conducted by Customer.</p> <p>Describe the user acceptance testing scenarios conducted by Customer.</p> <p>Describe the positive and negative outcomes of such testing.</p>
Post-Production Changes	<p>Describe the changes to the Managed Services’ Production Phase, which were requested by Customer and approved and implemented by Adobe.</p>
Events and Responses	<p>List all known weaknesses in Customer Customizations to the Managed Services.</p> <p>Recommend actions to be taken by Adobe when providing support for the Managed Services.</p> <p>Include the following information, at a minimum:</p> <ul style="list-style-type: none"> • all log files created by Customer; • all information source or recipient repositories; • all databases and other information storage occurring in the Managed Services; • any encryption models implemented in the Managed Services; • all communications with any upstream data sources, including forms; • any additional executables/WAR Files added to the Managed Services; • all information required for long-term administration of the Customer Customizations; and • the most common failure modes and recommendations for recovery from such failures.
Contacts and Contracts	<p>Specify a Customer contact who Adobe should notify if the system goes down.</p> <p>Specify a Customer resource who has technical knowledge of the Managed Services and who can answer questions from Adobe.</p> <p>Specify any links between Customer’s IT gate keeper for the Managed Services and other Customer systems (e.g., LDAP, data repositories, etc.).</p> <p>Specify the Customer relationship manager for Development Consultant.</p> <p>Specify the Development Consultant contact who Adobe can contact in a support emergency.</p> <p>Specify the Development Consultant contact for management escalation.</p> <p>Specify the Development Consultant contact with whom Adobe will work to test upgrades to the Managed Services.</p> <p>Describe the agreement between Customer and Development Consultant. Include details on Development Consultant’s response time requirements and other special instructions from Customer regarding such response times.</p>

11. Long-Term Storage and Encryption

- 11.1 Adobe stores all long-term Customer Content, Customer Data and related operational data on mechanisms external to the virtual machines supporting Customer's Managed Services deployment.
- 11.2 Adobe encrypts all Customer Content, Customer Data and related operational data stored outside the virtual machine at a standard of no less than AES-256.

12. Backup

- 12.1 Adobe backs-up long-term Customer Content, Customer Data, and related operational data of production and non-production environments such that Adobe can make a rapid recovery of the Managed Services in the event of a loss of the primary data within a system.
- 12.2 Adobe encrypts all backups at the same standard or better as set forth above for long-term storage. All backed-up Customer Data, Customer Content, and related operational data will, after encryption, be distributed across multiple data centers within a given cloud region to allow for recovery within these data centers in the event of the loss of function of the primary data center.
- 12.3 All backups of the production environment will be taken at a frequency specified by Customer in Customer's Runbook, or daily if no specification is made.
- 12.4 Adobe will retain all backups of the production environment for a period specified in Customer's Runbook, or for one week if no specification is made. Adobe may delete and overwrite all backup files from media seven days after the end of the retention period unless Adobe is otherwise requested to retain these files, in writing, by Customer or law enforcement.
- 12.5 All backups of the non-production environment will be taken daily and Customer is entitled to one non-production environment restore per week.
- 12.6 Adobe will retain a back-up of the non-production environment until replaced by the subsequent back-up.
- 12.7 Customer Data, Customer Content and Customer Customizations, including source code, stored within the Managed Services will be available to Customer for 30 days after the expiration or termination of the License Term in the same format then available within the Managed Services. Customer acknowledges and agrees that the Managed Services should not be Customer's only repository for Customer Customizations.

13. Adobe Experience Targeting – Data Retention. To the extent that Customer has licensed Managed Services that include bundled Adobe Experience Targeting, Customer Data collected by Adobe Experience Targeting may be permanently deleted from Adobe's servers (a) 90 days after collection for visitor profile data, and (b) 12 months after collection for Customer Site activity data. Customer Data and Customer Content associated with Adobe Experience Targeting are stored outside of the Managed Services, in the Adobe Experience Targeting On-demand Service environment.

14. License for Development Software. Customer may install and use a reasonable number of copies of the On-premise Software versions of the licensed Managed Services in a development environment only, strictly for testing and quality assurance purposes and not for production purposes.

15. Permitted Use. Adobe may access, use, copy and store Customer Data, Customer Content, Customer Customizations, User interactions, and Managed Services system performance to test AEM and the Managed Services and derive information which may be used to develop, build, modify, improve, support, and operate AEM and the Managed Services; provided, however, that any copy of such Customer Data, Customer Content or Customer Customizations created for the purpose of the aforementioned testing will be subject to the applicable confidentiality obligations established in the Agreement.

16. Use of Fonts. Except as otherwise detailed in the Agreement, Adobe's proprietary or licensed fonts are embedded with the Products and Services only for use within the user interface of the Products and Services.

17. Patches. Customer is prohibited from applying patches to the Managed Services, unless expressly approved by Adobe in the Runbook.

18. Service Level Agreement. Adobe's Minimum Uptime Percentage obligations are detailed in the Service Level Agreement and the Service Level Exhibit for AEM Managed Services found here: <https://www.adobe.com/content/dam/cc/en/legal/terms/enterprise/pdfs/MasterSLA2016DEC5-and-AEMMSLE2016SEP6.pdf> (together the "Service Level Agreement").

19. Support Services. All priority issues and issues related to the performance of the Managed Services should be submitted pursuant to the Support Policies: Terms and Conditions described at Exhibit C (each a "Service Request"). If a Service Request relates to a

problem in the usage of the Managed Services, Customer will provide Adobe with sufficient access and detail to permit Adobe to understand and reproduce the problem. If it is mutually determined by Customer and Adobe that the problem represents an error in the Managed Services that causes it to not operate in substantial conformity with applicable Documentation, Adobe will process the Service Request as detailed in the Support Policies: Terms and Conditions. In addition, Adobe may, at its sole discretion and from time to time, implement fix releases.

20. Software Updates and Upgrades. During the License Term, all Managed Services include the updates and upgrades that are released to the general Adobe customer base.

- (A) **Types of Upgrades.** From time to time during the License Term, Adobe may implement upgrades to the Managed Services. Those upgrades may include a Customer-specific upgrade, an emergency upgrade necessary for the security of the Managed Services or to address issues causing Adobe not to meet the Minimum Uptime Percentage (each an “**Emergency Upgrade**”), a minor upgrade (i.e., a maintenance release or a new minor version change to the Managed Services for purposes including but not limited to, error correction), an upgrade delivered as a Service Pack specific to Adobe Experience Manager version 6.5 (each an “**AEM 6.5 Service Pack Upgrade**”) or a major upgrade (i.e., a new version of the Managed Services).
- (B) **Upgrade Events Sequence.** Adobe will make all reasonable efforts to first install all upgrades on a server in the Pre-Production Phase at a mutually agreed upon time described in section 15(C) (Upgrade Timing) below. Once Adobe performs such installation, Customer will work with Adobe to test the upgrade’s implementation in a timely fashion and will notify their Adobe contacts, as listed in the Runbook, of the success or failure of such testing. In the event of successful test results, Adobe will install the upgrade on server(s) in the Production Phase on a schedule described in section 15(C) (Upgrade Timing) below. In the event of the failure of the upgrade, Adobe will take corrective action if the issue is with Adobe’s software. If the issue is with Customer Customizations, Adobe will take reasonable steps to support Customer in Customer’s efforts to make adjustment to the code underlying Customer Customizations. Upon successful resolution of any such issues, Adobe will install the upgrade on the Production Phase server(s) as described above. A Customer may elect to defer or decline any such upgrade (excluding Emergency Upgrades) as set forth in section 15(D) (Upgrade Deferrals) below.
- (C) **Upgrade Timing.** Emergency Upgrades will be implemented by Adobe as needed. If Customer is on Adobe Experience Manager version 6.5, AEM 6.5 Service Pack Upgrades will be implemented by Adobe upon Customer’s request, or at least once every 18 months, to upgrade Customer to the most recent AEM 6.5 Service Pack Upgrade. As part of the AEM 6.5 Service Pack Upgrade, Adobe, at its discretion, may also make other maintenance updates to the Managed Services system infrastructure. All other upgrades will be implemented by Adobe throughout the License Term upon prior written notice to Customer as specified in the Runbook. Adobe will notify Customer, with as much lead time as possible, of the availability of such upgrades. After Adobe provides such notification, Adobe will work with Customer to determine a mutually agreed upon time to provide a Pre-Production Phase system for Customer to start testing the upgrade. Unless Adobe agrees in writing to a longer test period, Customer must finish its testing within 5 business days after Adobe makes the upgraded Managed Services available. In the event that Customer notifies Adobe that the tests on the Pre-Production Phase system have passed, Adobe will work with Customer to determine a mutually agreed upon maintenance window or other time period to implement the upgrade.
- (D) **Upgrade Deferrals.** A Customer may elect to defer or decline any upgrade (excluding Emergency Upgrades). If Customer defers or declines (i) an upgrade that is required to maintain the Managed Services within at least 1 major upgrade of the then-current, generally commercially available version of the Adobe Experience Manager Managed Services, or (ii) an AEM 6.5 Service Pack Upgrade that is required to maintain the Managed Services that are on Adobe Experience Manager version 6.5 within the latest six supported AEM 6.5 Service Pack Upgrades (each a “**Support Upgrade**”) for any reason (including but not limited to, unwillingness to accept the Support Upgrade or unwillingness to make Customer Customizations that enable the Managed Services to become compatible with a Support Upgrade), Customer agrees to pay Adobe an additional extended operations uplift fee calculated as an additional 50% increase to any fees incurred after the effective date of Customer’s deferral or declining of the Support Upgrade (“**Extended Operations Uplift Fee**”). Notwithstanding the foregoing, Customer is not obligated to pay to Adobe any such Extended Operations Uplift Fees if Customer is willing to install the Support Upgrade, but an action by Adobe causes such Support Upgrade to fail to be backward compatible with the then-current version of the Managed Services; however, Customer will work with Adobe to install the applicable Support Upgrade within a reasonable period of time.

(E) **Emergency Upgrades.** Notwithstanding anything to the contrary herein, Customer must accept all Emergency Upgrades.

21. Product Description. Product limitations are detailed in the Product Description for Adobe Experience Manager Managed Services found here: <https://helpx.adobe.com/legal/product-descriptions.html>.

22. Additional Claims. Customer will ensure that Customer Customizations, Customer Content and Customer Data do not breach the law or infringe the rights of any third-party. For clarity, Customer will not be responsible for any such breach or infringement to the extent it is caused by the intellectual property in the Adobe Technology itself.

23. Additional Definitions

23.1 **“Cloud Manager Framework”** means Adobe’s continuous integration, continuous deployment and testing framework. The Cloud Manager Framework may:

- (A) store Customer Customizations, including source code (Customer agrees that it will upload only Customer Customizations into the Cloud Manager Framework repository);
- (B) test the quality of Customer Customizations;
- (C) provide recommended or required updates or changes to Customer Customizations;
- (D) provide Customer with access to Adobe’s identity management system (Customer agrees that it will notify Adobe regarding any desire to use an alternative identify management system);
- (E) compile approved Customer Customizations;
- (F) deploy Customer Customizations in the Production Phase; and
- (G) allow authorized Users to make self-service increases to Managed Services system infrastructure.

23.2 **“Customer Customizations”** means the customizations made to the Managed Services by Customer or at Customer’s direction. Customer Customizations do not constitute Indemnified Technology. Customer owns (or, where applicable, must ensure it has a valid license to) Customer Customizations, subject to Adobe’s underlying intellectual property in the Adobe Technology. Customer acknowledges and agrees that Adobe’s access to Customer Customizations does not preclude Adobe from independently developing (without use of Customer Customizations) or acquiring similar technology without obligation to Customer.

23.3 **“Development Consultant”** means a third-party systems integrator that (a) Customer has authorized, under section 5 of the General Terms, to access, test and customize the Managed Services during the Pre-Production Phase, and (b) has a minimum of one individual on the development team who has an AEM 6 Architect Certification and will be significantly engaged and involved in the Managed Services development project.

23.4 **“Minimum Uptime Percentage”** means the minimum Uptime Percentage (as defined in the Service Level Agreement) identified in the Sales Order and Documentation for each Managed Service licensed by Customer. Development (QA) Instances and Stage Instances have no guaranteed Minimum Uptime Percentage.

23.5 **“Pre-Production Phase”** means the period of time before the Production Phase.

23.6 **“Production Phase”** means the period of time when Managed Services Users use the Managed Services (A) on Customer Sites; or (B) for its internal operations.

23.7 **“Runbook”** means a document written by Customer that provides Adobe with a list of Customer Customizations and configurations Customer made to the Managed Services. Such list is intended to assist Adobe in running and supporting the Managed Services in the Production Phase.

23.8 **“Service Pack”** means a scheduled quarterly release which supports the upgrade path for a specific version, where a patch release number is a single digit number, and which, after installation, will increase the installed release number patch digit, based on the formula X.Y.Z.SPx., where X is the primary version number, Y is the secondary version number, Z is the patch number, and x is the service pack number.

Exhibit G to Schedule 2: PSLT – Adobe Stock (2020v2)

This Exhibit G forms part of the Customer Contract and applies to Adobe Stock licensed by Customer.

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 (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 “**IP 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 arises out of or is a result of: (A) any modification of a Stock Asset in a manner not reasonably contemplated by the Parties or this Agreement; (B) any combination of a Stock Asset with any other material or information to the extent that the Claim relates to the combination; (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 that is not reasonably contemplated by the Parties or this Agreement (for example, the commercial exploitation of the Stock Asset or the use of Stock Asset by individuals not authorised under this Agreement).
- 9. Other Claims.** Customer will defend and pay, at its expense, any third-party Claim against Adobe that is a result of Customer’s breach of the terms of this Agreement.
- 10. 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.

11. **Adobe Stock APIs.** Customer's use of the Adobe Stock APIs are subject to the Adobe terms of use located at <https://www.adobe.com/legal/terms.html> and <http://www.adobe.com/go/developer-terms> (or successor URLs) (the "**Adobe Developer Additional Terms**"). The Adobe Developer Additional Terms are incorporated herein by this reference and are part of the Agreement. In the event of a conflict between the Agreement Documents and the Adobe Developer Additional Terms, the Adobe Developer Additional Terms will control but only with respect to the Adobe Stock APIs.
12. **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.
13. **Legal Counsel.** Customer will rely on its own legal counsel as to its use of Stock Assets.
14. **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.
15. **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.



Adobe Sustainability Policy

Updated May 2019

At Adobe, we believe that we have an obligation — to our employees, our communities, our investors, our customers and the environment — to operate our business sustainably. Our management is responsible for enabling employees to contribute to our environmental objectives and to implement this policy.

Action Statement

Operating our business sustainably has been a core value at Adobe from its inception and this commitment is embedded in our [Code of Business Conduct](#) and in our sustainability guiding principles:

- Creating healthy, collaborative and innovative work environments
- Reducing operational costs and increasing productivity through thoughtful resource conservation and waste reduction
- Driving profit responsibly
- Fostering a culture of involvement in sustainability through employee education and engagement, and
- Enabling our customers to become more sustainable through the use of our products.

Specifically, Adobe will:

- Continue to develop digital products and product features designed to enhance the sustainability initiatives of both employees and customers
- Partner with our suppliers to operate sustainably, reduce waste, and commit to powering digital delivery of product with 100% renewable energy. Strategic [data center environmental management](#) extends not only to our own data centers but also those of our partners.
- Continue to provide healthy workspaces for our employees through sustainable renovations, construction, operations, and certification whenever possible
- Drive towards fuller transparency from Adobe vendors regarding the content of building materials, preferably by obtaining comprehensive Health Product Disclosures (HPDs) and Environmental Product
- Disclosures (EPDs), to create workspaces optimized for human and environmental health
- Continuously improve tracking of sustainability metrics throughout our operations and digital supply chain
- Measure Scope 1, Scope 2 and Scope 3 (business travel, supply chain, commuting, etc.) carbon emissions annually; report them in our [Corporate Social Responsibility Report](#), to CDP, and other reporting outlets; and implement strategies to reduce them
- Develop the ability to measure and reduce all Scope 3 emissions by working with our suppliers, encouraging our employees to commit to public transportation and zero-carbon commuting, and to reduce employee travel
- Act on implemented, verified [science-based emissions targets](#) in Scopes 1, 2, and 3 to grow our business while using less energy and emissions to do it
- Reach our goal of running our operations, and digital delivery of product, with 100% Renewable Energy (RE) by 2035 through a sound strategy of:
 - Energy efficiency excellence
 - On-site renewable energy when it makes economic sense
 - Policy Advocacy ([Clean Power Plan](#), [CA SB100](#), [OR Cap & Invest](#), [WA SB 5116](#), [VA IRP](#), etc.), and partnerships ([REBA](#), [BSR-FoIP](#), [Corporate Colocation \(CoLo\)](#) and [Cloud Buyer's Principles](#), etc.) to enable a low-carbon economy throughout our digital supply chain and encourage grid-scale, affordable renewable energy for everyone in the communities where we work and live
 - Investigation and implementation of renewable energy instruments, such as Community Choice
 - Energy (CCEs), Power Purchase Agreements (PPA), Green Tariffs and others as appropriate for our business
 - Electrification of our operations as technology and economics make it possible leading up to 2035
- Maintain solid waste diversion for our US operations at a rate of 90% or more through a combination of waste reduction, composting, reusing and responsible recycling, for all sites, as feasible
- Continue to measure and reduce per capita water usage at every site
- Educate and engage employees on sustainability at home, work, and throughout their communities through a combination of employee communications, learning sessions, and hands-on opportunities
- Report results of our sustainability program to employees, executive management and other stakeholders, minimally once per fiscal year
- Ensure accurate climate risk assessment, such as the Task Force on Climate-related Financial Disclosure (TCFD) guidance, as well as environmental compliance, and reporting transparency through a combination of self- and third-party audits and certifications.





opportunities, processes, governance, communications and outcomes

Adobe Corporate Responsibility ▾

Adobe employees, vendors and visitors have a legal duty to ensure that all country-appropriate environmental laws and regulations are met. For any potential environmental violations, such as spills, strange odors, inappropriate chemical disposal, etc., report them to your Adobe manager or, for vendors and visitors, to your Adobe contact. You may also contact Facilities at 6-HELP or the Global Securities Operations Center at 408-536-4444.

Adobe expects that each employee, vendor and visitor will follow the above practices to ensure that Adobe meets its reported sustainability goals. This Sustainability Policy has ultimate lineage to Adobe's Code of Business Conduct as well as from all Board and senior level management policy. Please follow the guidelines set in this policy statement.

This policy has been approved by Dana Rao, Executive Vice President, General Counsel and Corporate Secretary for Adobe.

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SERVICE LEVEL AGREEMENT

SERVICE LEVEL AGREEMENT (effective 5 December 2016)

This Service Level Agreement (“SLA”) is governed by the terms of the General Terms, the applicable PSLT, and the applicable Sales Order.

1. Definitions.

Capitalized terms not defined herein will have the same meaning as defined in the Agreement.

- 1.1 “**Calendar Month**” means the calendar month to which this SLA applies and for which Uptime Percentage is being calculated.
- 1.2 “**Available / Availability**” of Covered Services has the definition given in the applicable Service Level Exhibit.
- 1.3 “**Covered Services**” has the definition given in the applicable Service Level Exhibit.
- 1.4 “**Downtime**” means the minutes during the Calendar Month when the Covered Services are not Available to the Customer, except any Excluded Minutes.
- 1.5 “**Excluded Minutes**” means the minutes that the Covered Services are not Available caused by one or more of the following:
 - (A) acts or omissions of Customer, its agents, employees, or contractors, or acts or modifications as directed or authorized by Customer, or breach of the terms of the Agreement that apply to the Covered Service;
 - (B) Customer’s failure to adhere to Adobe’s documented recommendations, including hardware or software configuration necessary to meet minimum system requirements for the Covered Services;
 - (C) spikes in demand for system resources driven by Customer for which Customer and Adobe did previously not agree in writing to a process to allow Adobe to make accommodation for such increase in demand unless otherwise agreed to in a Sales Order or in the applicable SLA Exhibit; or
 - (D) software, hardware, or third-party services not provided or controlled by Adobe, or events beyond Adobe’s reasonable control, including but not limited to force majeure events, any law, regulation or order issued by the government, or any agency or department, which, in the reasonable opinion of Adobe, effectively prohibits or restricts Adobe from offering the Covered Services, or imposes significant additional costs on Adobe to provide those Covered Services, in the territory.
- 1.6 “**Maximum Uptime**” means the total minutes in the Calendar Month (e.g. 44,640 minutes in the month of July) minus Maintenance Minutes during the same Calendar Month.
- 1.7 “**Maintenance Minutes**” means the number of minutes elapsed during maintenance performed by Adobe that results in the Covered Services not being Available where Adobe has provided Customer with at least one business day advance notice.



SERVICE LEVEL AGREEMENT

1.8 “**Service Level Exhibit**” means the document attached to, or referenced in, the applicable Sales Order that describes the Availability, Uptime Percentage and other details for the applicable Covered Services.

1.9 “**Uptime Percentage**” means the Maximum Uptime minus Downtime and divided by Maximum Uptime.

2. Maintenance Process

Adobe will use commercially reasonable efforts to schedule maintenance during hours other than during Adobe’s regular business hours. Maintenance notifications for each Covered Service will be communicated as described in the Service Level Exhibit for the applicable Covered Service.

3. Service Credits

3.1 **Uptime Percentage.** If during any full calendar month of the term of the Agreement, the Uptime Percentage is lower than the minimum defined in the applicable Service Level Exhibit (“Minimum Uptime Percentage”), and Customer notifies Adobe in writing about such Downtime within 10 days of the Downtime, Adobe shall provide Customer with a service credit in accordance with the table in the applicable Service Level Exhibit (“**Service Credit**”). If the Service Credit is represented as a percentage value, then it shall be calculated against Monthly Fees and will be paid against future fees. The “**Monthly Fee**” will be calculated based upon the licensing fees for the Covered Service as stated in the applicable Sales Order. If, for example, the licensing fee for the Covered Service is an annual licensing fee, then the Monthly Fee will be equal to the annual licensing fee applicable to the Covered Service divided by 12.

3.2 **Exclusive Remedies; Cumulative Service Credits.** Any Service Credits provided pursuant to this Service Level Agreement will constitute Adobe’s sole liability and Customer’s sole and exclusive remedy for any failure to achieve Uptime Percentages. Failure to achieve the Uptime Percentages for the Covered Service will result in the Service Credit % applicable to each Covered Service, subject to a maximum cumulative Service Credit % of 25% of total Monthly Fees for the Covered Service (regardless of the number of individual service failures in the applicable month).

4. **Conflicts.** In the event of any inconsistency or conflict between this SLA and any Service Level Exhibit, the terms of the applicable Service Level Exhibit will prevail over the terms of the SLA for the applicable Covered Service.



Service Level Exhibit – Adobe Captivate Prime (Effective 1 February 2019)

1. Specific Terms

- 1.1 **General:** This is an exhibit to the Services Level Agreement and terms that are not defined here are defined in the Agreement
- 1.2 **Covered Services:** Covered Services means the Adobe Captivate Prime services.
- 1.3 **Availability:** Availability of the Covered Services means when Adobe’s or its third-party monitoring services indicate that users in the customer’s Captivate Prime account are able to login to the account, browse available trainings and consume any trainings.
- 1.4 **Minimum Uptime Percentage:** The Minimum uptime percentage for the Covered Services is 99.95%
- 1.5 **Service Credits.** Service Credits will be provided in the form of an extension to the Customer’s licensing term for the Covered Services as below

Uptime Percentage	Service Credit
>=95.0% but <99.95%	1 day
>=90% but < 95%	2 days
<90%	3 days

1.6 Notification Process

- 1.6.1 Maintenance Notification Process for Section 2: The Covered Services will provide notification over email to the customer’s one designated Administrator, at least 14 calendar days in advance of such Maintenance
- 1.6.2 Notification Process for Section 3.1: Customer must notify the allocated Captivate Prime customer success manager or contact support at captivateprimesupport@adobe.com



SERVICE LEVEL EXHIBIT

SERVICE LEVEL EXHIBIT – Adobe Creative Cloud (Effective 18 April 2017)

1. SPECIFIC TERMS

1.1 **General.** This is an exhibit to the Services Level Agreement and terms that are not defined herein are defined in the Agreement.

1.2 **Covered Services.** Covered Services means those services that provide the ability for Customer to log in and activate desktop applications included in the Adobe Creative Cloud.

1.3 **Service Availability Credits.**

A. Availability of the Covered Services means the time the Covered Services are capable of receiving, processing, and responding to requests from authorized users on supported platforms and networks meeting minimum system requirements, excluding Maintenance Minutes.

B. Minimum Uptime Percentage: 99.9%.

C. Service Credits will be provided in the form of an extension to the Customer's License Term for the applicable services stated in the Sales Order as follows:

<u>Uptime Percentage:</u>	<u>Service Credit:</u>
≥ 95.0% but < 99.9%	1 day
≥ 90.0% but < 95.0%	2 days
< 90.0%	3 days

1.4 **Notification Processes**

A. Maintenance Notification Process for Section 2: Adobe will notify Customer of maintenance outages by sending a notice to the email address provided by Customer to Adobe for this purpose. To update Customer's contact email address, Customer must contact its Adobe account manager. Requests take at least three business days to process.

B. Notification Process for Section 3.1: Customer must notify its Adobe account manager.



SERVICE LEVEL EXHIBIT – AEM Managed Services
(Effective 6 September 2016)

1. SPECIFIC TERMS

1.1 **General.** This is an exhibit to the Services Level Agreement and terms that are not defined herein are defined in the Agreement.

1.2 **Covered Services.** Covered Service(s) means the Managed Services components of the specific AEM Managed Services offering(s) licensed by Customer.

1.3 **Availability of the Covered Services: Publish and Dispatcher Instances for the Production Phase.**

A. Available / Availability means when Adobe’s or its third-party monitoring services indicate that the Production Phase is capable of receiving, processing, and responding to requests.

B. Minimum Uptime Percentage means the percentage set forth in the SKU description for the Covered Service, as detailed in the Sales Order and Documentation.

C. Service Credits:

a. For a 99.5% Minimum Uptime Percentage:

<u>Uptime Percentage:</u>	<u>Service Credit %:</u>
≥ 98.0% but < 99.5%	10% of Monthly Fees
≥ 95.0% but < 98.0%	15% of Monthly Fees
<95.0%	25% of Monthly Fees

b. For a 99.9% Minimum Uptime Percentage:

<u>Uptime Percentage:</u>	<u>Service Credit %:</u>
≥ 99.0% but < 99.9%	10% of Monthly Fees
≥ 98.0% but < 99.0%	15% of Monthly Fees
<98.0%	25% of Monthly Fees

c. For a 99.95% Minimum Uptime Percentage:

<u>Uptime Percentage:</u>	<u>Service Credit %:</u>
≥ 99.5% but < 99.95	10% of Monthly Fees
≥ 98.0% but < 99.5%	15% of Monthly Fees
<98.0%	25% of Monthly Fees

d. For a 99.99% Minimum Uptime Percentage:

<u>Uptime Percentage:</u>	<u>Service Credit %:</u>
≥ 99.9% but < 99.99	10% of Monthly Fees
≥ 99.0% but < 99.9%	15% of Monthly Fees
<99.0%	25% of Monthly Fees



1.4 Availability of the Covered Services: Author Instances for the Production Phase.

- A. Available / Availability means when Adobe’s or its third-party monitoring services indicate that the Production Phase is capable of receiving, processing, and responding to requests.
- B. Minimum Uptime Percentage means the percentage set forth in the SKU description for the Covered Service, as detailed in the Documentation.
- C. Service Credits:

a. For a 99.5% Minimum Uptime Percentage:

<u>Uptime Percentage:</u>	<u>Service Credit %:</u>
≥ 98.0% but < 99.5%	10% of Monthly Fees
≥ 95.0% but < 98.0%	15% of Monthly Fees
< 95.0%	25% of Monthly Fees

b. For a 99.9% Minimum Uptime Percentage:

<u>Uptime Percentage:</u>	<u>Service Credit %:</u>
≥ 99.0% but < 99.9%	10% of Monthly Fees
≥ 98.0% but < 99.0%	15% of Monthly Fees
< 98.0%	25% of Monthly Fees

1.5 Availability of the Covered Services: Publish, Author and Dispatcher Instances for the Pre-Production Phase (relates exclusively to the Pre-Production Phase components of the 99.99% Minimum Uptime Percentage offering, as detailed in the Documentation).

- A. Available / Availability means when Adobe’s or its third-party monitoring services indicate that the Pre-Production Phase is capable of receiving, processing, and responding to requests.
- B. Minimum Uptime Percentage means the percentage set forth in the SKU description for the Covered Service, as detailed in the Documentation (relates exclusively to the Pre-Production Phase components of the 99.99% Minimum Uptime Percentage offering, as detailed in the Documentation).
- C. Service Credits:

a. For a 99.0% Minimum Uptime Percentage:

<u>Uptime Percentage:</u>	<u>Service Credit %:</u>
≥ 95.0% but < 99.0%	10% of Monthly Fees



SERVICE LEVEL EXHIBIT

≥ 90.0% but < 95.0%	15% of Monthly Fees
<90.0%	25% of Monthly Fees

- 1.6 **Maintenance Notification Process.** Adobe will performance maintenance on the Covered Services during Adobe's standard maintenance windows, currently (as of the Effective Date) occurring between 8:00 PM Pacific Time and 12:00 AM Pacific Time each Friday, or at such other time as identified in the applicable Runbook. Adobe may perform maintenance on some or all of the Managed Services in order to upgrade hardware or software that operates or supports the Managed Services, implement security measures, or address any other issues it deems appropriate for the continued operation of the Managed Services.