

**CONTRACT NAME: AGREEMENT BETWEEN ADOBE  
CREATIVE SUITES SOFTWARE ENTERPRISE AND DAVIS  
JOINT UNIFIED SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** Adobe Creative Suites Software allows enrolled customers a substantial savings on volume software purchases of Adobe Creative Cloud applications and other Adobe Software.

Adobe Software is used by Davis Senior High School and provides a suite of applications including Photoshop, Illustrator, InDesign, etc. for Multimedia, Graphic Arts and Journalism students.

The cost for the requested Adobe Licenses is \$4,280 which is being paid out of site funds with no additional funding requested.

English

## **ADOBE® BUYING PROGRAMS EDUCATION ENTERPRISE AGREEMENT FOR EDUCATION ENTERPRISE CUSTOMERS**

This Adobe Education Enterprise Agreement (herein "Agreement") is effective as of either the date last signed below or, if Customer enrolls online, the date accepted by Adobe (the "Effective Date") and entered into between ADOBE SYSTEMS INCORPORATED, a Delaware corporation having a place of business at 345 Park Avenue, San Jose, CA 95110-2704 ("Adobe Systems"), if the Agreement is entered into with a Customer's organization that is located in the United States, Canada, or Mexico, or otherwise with ADOBE SYSTEMS SOFTWARE IRELAND LIMITED, a company incorporated in Ireland and having a place of business at 4-6 Riverwalk, Citywest Business Campus, Dublin 24, Ireland ("Adobe Ireland"), collectively referred to herein as "Adobe", and the entity identified in Exhibit A under Customer Applicant Information (herein "Customer" or "Educational Entity"). Customer shall license all software and services available under the Program (collectively "Product") to be installed and used within the United States (including United States territories and military bases wherever located), Canada, or Mexico from Adobe U.S. Customer shall license all Products to be installed and used in all other countries and territories from Adobe Ireland.

### **1. Program Description.**

*1.1 General and EEA Term.* The Adobe® Buying Programs Education Enterprise Agreement Program ("EEA") is a flexible buying program that is administered by the Customer's designated Adobe Authorized Education Reseller ("Reseller") in accordance with the EEA Program Guide ([www.adobe.com/go/eea\\_1\\_5\\_pg](http://www.adobe.com/go/eea_1_5_pg)), as defined below. As described in the EEA Program Guide, incorporated herein by reference, the EEA is designed to simplify Customer's IT management by providing predictable pricing and reducing software license deployment and management costs. Customer represents that it is a Qualified Educational Institution, as defined in the Program Guide. Adobe may terminate this Agreement at any time if Customer is not a Qualified Educational Institution or if Customer misrepresents its type of Educational Institution.

*1.2 Program Term.* The EEA is available in either a one-year or two-year program term selected by the customer during enrollment. If the Customer selects a one-year program term, the EEA begins on the Effective Date and continues through the one-year anniversary day immediately prior to the Effective Date. If the customer selects a two-year program term, the EEA begins on the Effective date and continues through the second anniversary day immediately prior to the Effective Date. Both the one-year and two-year program terms are subject to the termination provisions described in this Agreement (the "Term") and, for United States federal government Customers, subject to FAR 52.232-18 (Availability of Funds) and FAR 52.232-19 (Availability of Funds for the Next Fiscal Year) and, for state and local government entities, pursuant to analogous statutes/regulations.

selected during enrollment. Customer must factor in any anticipated growth in the total FTE over the selected program term and include it in the total FTE calculation. If, during the Term, Customer experiences a reduction of its total FTE, Customer shall not be entitled to a credit or refund from either Adobe or Reseller. Payment for the entire program term is payable at the beginning of the program term, regardless of the Institution type and licensing option selected.

*2.2 Minimums.* Minimum order requirements are further defined in the EEA Program Guide. All qualifying institution types must place an order within thirty (30) days of the Effective Date of this Agreement. If Customer does not order sufficient EEA Software from the designated Reseller within thirty (30) days of the Effective Date of this Agreement, Adobe may terminate or suspend that Customer from the EEA under this Agreement. Customer shall ensure that all EEA Software purchases include Customer's EEA Agreement Number and any additional information required by the Reseller and/or Adobe in order for the Reseller to accept such order.

*2.3 Feature Releases.* Adobe, in its sole and reasonable discretion, may provide to Customer product feature releases that Adobe makes available to Customers under the EEA program during the EEA Term. For those releases which Adobe determines to be fix releases, Customer must separately request such release. Fix releases provided to Customer will only be for the current version of each Product.

*2.4 Returns.* Subject to permitted return criteria as specified in the EEA Program Guide, Customer must request any return of EEA Software purchases made under the EEA Agreement through the same Reseller that placed the original order for such EEA Software with Adobe. Subject to any applicable warranty rights, requests must be made to the Reseller within thirty (30) days of Customer's original EEA Software order date, and Adobe must approve all return requests as permitted pursuant to the EEA Program Guide before any return is valid. Customer must submit a signed letter of destruction with each EEA Software return in a form requested by Adobe. For more information on qualifying returns, please consult the EEA Program Guide.

### **3. Miscellaneous.**

*3.1 Assignment.* In light of the unique and Customer-specific nature of this Agreement (and the associated benefits granted hereunder), Customer may not assign or transfer this Agreement or Customer's rights to use the EEA Software, by operation of law or otherwise, without Adobe's prior written approval. **Product EULAs and/or TOUs do not govern restrictions regarding the transfer of Products licensed under or in connection with this Agreement.** Adobe's rights and obligations, in whole or in part, under this Agreement may be assigned by Adobe. Any attempted assignment in violation of this Section shall be null and void.

*3.2 Termination.* This Agreement may be terminated by the non-breaching party for a material, uncured breach by the other party, provided that the party alleging breach notifies the other party in writing and the party so notified shall have thirty (30) days to

cure said breach. Notwithstanding the foregoing, Adobe may immediately terminate this Agreement for any breach of Adobe's intellectual property rights. If Adobe terminates the Agreement hereunder, notwithstanding anything to the contrary, Customer shall immediately cease use of the EEA Software, delete the EEA Software from all computer systems and IT equipment on which it resides, return to Adobe, or its Reseller, any media containing the EEA Software as well as any related materials, and submit a signed letter of destruction in a form requested by Adobe. Upon any such termination, Customer shall make all payments due to Reseller. This Agreement may be terminated by a United States federal government Customer pursuant to FAR 52.249-1 (Termination for Convenience of the Government) or by a state and local government entity pursuant to analogous statutes/regulations.

*3.3 License Compliance.* Customer agrees that, in addition to any license compliance checking performed by the Software itself, Adobe or its authorized representative shall have the right, no more than once every twelve (12) months, upon prior notice of seven (7) business days to Customer, to inspect Customer's records, systems, and facilities related to the use and installation of Software to verify that its installation and use of any and all Adobe Software is in conformity with its valid licenses from Adobe. Such verification will require Customer to provide raw data from an industry standard software asset management tool of all Software installed or deployed by or at the direction of Customer, including installation or deployment on Customer's own servers or servers provided by third parties, an accurate FTE count and all valid purchase documentation for all Software within thirty (30) days of request. If the audit findings demonstrate non-conformity with the Software licenses and program requirements, Customer shall purchase the necessary licenses within fifteen (15) days of being so notified. If underpaid fees are in excess of five percent (5%) of the value of the fees paid under this Agreement, and/or if customer fails to acquire the necessary licenses within the prescribed period, then Customer shall pay such underpaid fees and Adobe's reasonable costs of conducting the verification. This section License Compliance shall survive termination or expiration of the Agreement for a period of two (2) years. The foregoing shall not in any way be construed to limit any other rights and/or remedies that Adobe may have under law or equity.

*3.4 Governing Law and Venue.* If Customer is a resident of the United States, Canada, or Mexico, this Agreement shall be governed by and interpreted in all respects by the laws of the State of California, and all disputes arising under this Agreement will be brought in Superior Court of the State of California or the Federal District Court of San Jose in Santa Clara County, as permitted by law. If Customer is a resident of Japan, this Agreement shall be governed by and interpreted in all respects by the laws of Japan, and all disputes arising under this Agreement will be brought in Tokyo District Court in Japan. If Customer is a resident of Australia or New Zealand, this Agreement shall be governed by and interpreted in all respects by the laws of New South Wales, Australia, without regard to its conflicts of laws principles, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts in that state. If Customer is resident in any other country including a member state of the Association of Southeast Asian Nations (ASEAN), mainland China, Hong Kong S.A.R., Macau S.A.R., Taiwan R.O.C., the

Republic of Korea, India, Sri Lanka, the People's Republic of Bangladesh, or the Federal Democratic Republic of Nepal, this Agreement (including the arbitration agreement in this section) shall be governed by and interpreted in all respects by the laws of Singapore, and all disputes arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, will be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Centre (SIAC), the rules of which, for the present time being in force, are incorporated by reference in this section as follows: (i) The tribunal shall consist of one (1) arbitrator jointly selected by both parties; (ii) If the arbitrator is not selected within thirty (30) days of the written demand by a party to submit to arbitration, the Chairman of the SIAC shall make the selection; (iii) The arbitration will be conducted in the English language, provided that any witness whose native language is not English may give testimony in his or her native language, with simultaneous translation into English (at the expense of the party presenting any such witness); (iv) Judgment upon the award rendered may be entered and shall be enforceable in any court of competent jurisdiction having jurisdiction over the parties. If Customer is a resident of Germany, this Agreement shall be governed by and interpreted in all respects by the laws of Germany, and all disputes arising under this Agreement will be brought in the courts of Frankfurt in Germany. If Customer is a resident of France, this Agreement shall be governed by and interpreted in all respects by the laws of France, and all disputes arising under this Agreement will be brought in the Tribunal of Paris in France. If Customer is a resident of any other country, this Agreement shall be governed by and interpreted in all respects by the laws of the Republic of Ireland, and all disputes arising under this Agreement will be brought in the Courts of Ireland in Dublin, Ireland. In all instances, principles of conflict of law shall not apply. For United States Government Customers, this Agreement and any disputes thereunder, shall be governed by and construed in accordance with the substantive laws of the United States of America, unless there is no applicable law, in which event the laws of the State of California shall apply. In both cases, principles of conflict of laws shall not apply and an appropriate venue shall be determined by a court of competent jurisdiction. If Customer is an entity of the United States federal government, Customer agrees that Adobe shall have standing and the right to assert any breach of contract claim arising out of this Agreement under the Contracts Disputes Act of 1978 ("Disputes Act"). Adobe shall also have the right to bring such claim through the Adobe authorized reseller fulfilling such order, by Adobe bringing an indirect appeal on Adobe's own behalf, or by permitting Adobe to bring an appeal in the authorized reseller's name, in accordance with the Disputes Act.

Nothing in this clause is intended to limit Adobe's right to seek provisional, equitable, and/or legal relief with respect to any actual or potential breach of Adobe's Intellectual Property rights. Adobe or Customer may request any judicial, administrative, or other authority in any other jurisdiction to order any provisional or conservatory measure, including injunctive relief, specific performance, or other equitable relief, prior to the institution of legal or arbitration proceedings, or during the proceedings, for the preservation of its rights and interests or to enforce specific terms that are suitable for provisional remedies.

*3.5 General.* No modification will be valid or binding unless it is in writing and signed by the parties. The parties are independent contractors, and this Agreement will not be construed to imply that either party is the agent, or venturer of the other. If any provision is held unenforceable, this Agreement will continue in full force and effect without said provision and will be interpreted to reflect the parties' original intent. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. To the extent of any inconsistency between the terms of this Agreement, or any other supplemental agreement or documents, including any purchase order submitted by Customer, the terms of this Agreement shall prevail. This Agreement (including the Exhibits hereto, EEA Program Guide, and applicable EULAs) represents the entire agreement between the parties on the subject matter of this Agreement.

This Agreement may be executed in several counterparts, which together shall constitute the same instrument. A fax signature or signature delivered as an imaged attachment to an e-mail message shall be deemed equivalent to an original ink signature.

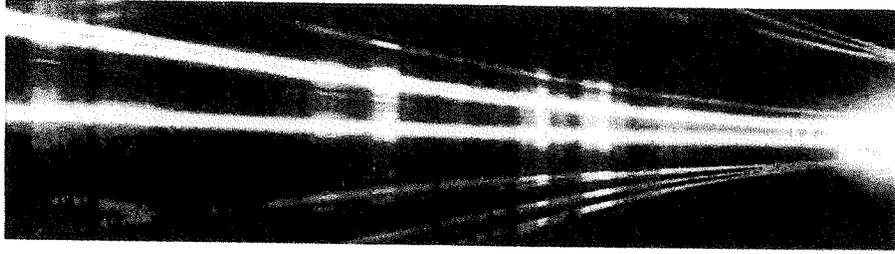
*3.6 Notice to U.S. Federal Government End Users (Commercial Items):* The EEA Software and Documentation, and feature releases, if any, are "Commercial Item(s)," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," and services related thereto, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through §227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Federal Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions of this Agreement and the EULAs. Unpublished rights are reserved under the laws of the United States by Adobe Systems Incorporated, 345 Park Avenue, San Jose, CA 95110-2704, USA.

*3.7 English Language Controlling.* This Agreement is prepared and is executed in the English language only. The English language version shall be controlling in all respects, and any version of this Agreement in any other language shall not be binding and shall have no effect. Further, each party agrees that signature by Customer or Adobe on any non-English language version, even if there is no signature(s) on the English language version, shall be deemed execution of the English language version and binding on the parties. Without limiting the foregoing, if there is any conflict or inconsistency between the English language version of this Agreement and any other translated version of this Agreement, the English language version and interpretation shall prevail. All communications or notices to be made or given pursuant to this Agreement and any disputes arising under this Agreement shall be conducted or resolved in the English language.

*3.8 Hosted Services.* The EEA Software integrates with a variety of Hosted Services, operated either by Adobe or by third parties, which may contain user-generated content

that may be (a) inappropriate for minors, (b) illegal in some countries; or (c) inappropriate for viewing at work. A complete list of integrated services is available here: [www.adobe.com/go/integratedservices](http://www.adobe.com/go/integratedservices). If Customer wants to prevent viewing of or access to user-generated content services it may (a) disable service access in the Creative Cloud Packager, where that functionality is made available, or (b) block access to the Hosted Services via its network firewall. Hosted Services are not, under any circumstances, available to users under the age of thirteen (13). Adobe disclaims liability for all user-generated content available via the Hosted Services.

Notwithstanding anything to the contrary, any dispute about the Hosted Services or content that is available there shall be governed by the law and take place in the venue designated in the Hosted Service Terms of Use and is not controlled by the Governing Law or Venue clause of this Agreement. Customer is not entitled to a refund and Adobe is not liable in the event that access to the Hosted Services is slowed or blocked as a result of government or service provider action, or if Adobe blocks access to some or all of the Hosted Services if it deems, in its sole discretion, that such a block is necessary to comply with local laws.



# Adobe® Volume Licensing

## Education Enterprise Agreement (EEA) 1.5 Program Guide

April 15, 2015

# Contents

Education Enterprise Agreement program summary .....	3
Benefits.....	3
Available products .....	4
Creative Cloud apps.....	4
Optional add-on bundles .....	4
Program requirements.....	5
Enrollment.....	5
EEA term.....	5
License type .....	5
Full-time equivalent coverage .....	5
Discount tiers.....	6
True-up .....	7
Student access .....	7
Work at home.....	7
Ordering and Deployment.....	7
Initial order.....	7
Additional orders.....	7
Adobe's Licensing Website and Creative Cloud Packager.....	8
Administration.....	9
Policies .....	10
Returns .....	11
Use of information .....	11
Reseller information.....	11
For more information.....	12
Appendix: Qualifying educational institutions.....	13

# Education Enterprise Agreement program summary

The Education Enterprise Agreement (EEA) program is a one-year or two-year term-based licensing program that helps primary and secondary institutions minimize the cost and complexity of providing Adobe software to their faculty, staff, and students on institutionally owned or leased computers.

## Benefits

EEA allows qualified primary and secondary educational institutions to standardize on Adobe products across their institution by offering select products with special pricing and benefits such as:

### Ease of purchase

Three pricing tiers to accommodate different types of primary and/or secondary education institutions from a single school site to a large legal entity<sup>1</sup> responsible for multiple schools.

### Access to the latest Adobe features

Stay current on Adobe products with access to the latest feature releases with Adobe Creative Cloud and Adobe's unique [Creative Cloud Packager](#) deployment management tool.

### Simple license management

[Adobe's Licensing Website \(LWS\)](#) and Creative Cloud Packager make deployment and license management easy.

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<sup>1</sup> Legal entity in this document refers to an organization that has responsibility for the procurement and contract management of multiple individual primary and/or secondary schools, for example, a district, county, state, or government agency.

## Available products

Adobe products available<sup>2</sup> under EEA include Creative Cloud apps and optional add-on bundles of specific Adobe products frequently used by primary and secondary schools. Access to feature releases and updates for applicable products is a benefit of EEA and is included in the licensing fee however Creative Cloud services are not available under EEA.

Creative Cloud apps and any optional add-on bundles must include the total full-time equivalent (FTE) defined during enrollment.

## Creative Cloud apps

Adobe Acrobat Pro DC	Adobe Flash Professional CC
Adobe After Effects CC	Adobe Gaming SDK
Adobe Audition CC	Adobe Illustrator CC
Adobe Bridge CC	Adobe InCopy CC
Adobe Dreamweaver CC	Adobe InDesign CC
Adobe Edge Animate CC	Adobe Media Encoder CC
Adobe Edge Code CC	Adobe Muse CC
Adobe Edge Reflow CC	Adobe Photoshop CC
Adobe Encore	Adobe Photoshop Lightroom
Adobe ExtendScript Toolkit CC	Adobe Prelude CC
Adobe Extension Manager CC	Adobe Premiere Pro CC
Adobe Fireworks	Adobe Scout CC
Adobe Flash Builder	Adobe SpeedGrade CC

## Optional add-on bundles

**Bundle 1:** Adobe Presenter and Captivate

**Bundle 2:** Adobe Premiere Elements and Photoshop Elements

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<sup>2</sup> EEA product offerings are subject to future modifications and may be updated from time to time to incorporate product changes necessary to meet institution needs and Adobe requirements.

# Program requirements

## Enrollment

Educational institutions and legal entities that wish to enroll in EEA must:

- Agree to the EEA terms and conditions and complete the online enrollment<sup>3</sup> process
- Receive an EEA enrollment confirmation and EEA Agreement Number via email from Adobe
- Meet the minimum FTE requirement for the institution or legal entity designated during enrollment
- Have 100% FTE coverage of qualified faculty and staff of the defined primary or secondary school, or for all primary and secondary schools under the legal entity
- Order term licenses for EEA-eligible products through an Adobe qualified education Reseller for the following:
  - Total FTE
  - The entire EEA term selected during enrollment

For a detailed explanation of all qualified educational institutions, please see the [appendix](#).

## EEA term

The EEA term begins on the day that Adobe accepts the institution's EEA enrollment, known as the effective date.

At the end of the EEA term, the institution must comply with the end of term conditions as defined in the EEA Terms and Conditions (herein "EEA agreement").

## License type

The licensing option offered under EEA is term license. The term license includes access to qualified feature releases and updates, for applicable products, as part of the licensing fee for the EEA term as defined in the EEA agreement.

## Full-time equivalent coverage

### Qualifying faculty and staff

All employees who work more than 200 hours a year make up the FTE count; however, exclusions include non-knowledge workers such as maintenance personnel, bus drivers, cleaning staff, and cafeteria workers. The following **do not** qualify toward the institution's FTE count:

- Students

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<sup>3</sup> Customers wishing to sign a paper document can print the PDF version of the online enrollment form and submit it with a signature.

- Alumni
- Workers who have been hired on a contractual basis for services either on or off campus (individuals not directly employed by the education institution covered)
- Retired faculty and staff
- Education conference attendees
- Visitors

## Calculating Total FTE

Use the below equation to calculate the institution's Total FTE and determine the appropriate discount tier. The calculation includes full-time faculty and staff (considered as one unit each), part-time faculty (considered as one-third of a unit each), and part-time staff (considered as one-half of a unit each).

$$\text{Full-time faculty} + (\text{part-time faculty} \div 3) + \text{full-time staff} + (\text{part-time staff} \div 2) = \text{Total FTE}$$

If the Total FTE ends with a fractional component, the number rounds to the next unit. For example, 100.5 FTE units would round to 101 Total FTE.

**Example:** The enrolling institution has 400 full-time faculty, 300 part-time faculty, 200 full-time staff, and 100 part-time staff. Calculate the Total FTE as follows:

$$400 + (300 \div 3) + 200 + (100 \div 2) = 750 \text{ FTEs}$$

This institution qualifies for a Tier 3 discount.

## Discount tiers

The institution establishes their discount tier at the time of enrollment by calculating the total FTE of all full-time and part-time faculty and staff employed within the school(s). All discount tiers require 100% coverage of their respective institution type. The discount tier will remain in effect for the duration of the EEA term.

A legal entity with less than 300 FTE is still eligible to participate at the 300 FTE level. For example, if the legal entity has an FTE of 257, it may participate in the EEA program at the minimum 300 FTE level by using 300 as their FTE count upon enrollment and placing a purchase for the 300 FTE minimum.

Tier	Institution type	Minimum FTE	Required coverage
1	Small school	20 - 69	100% coverage of the defined school
2	Large school	70 +	100% coverage of the defined school
3	Legal entity	300+	100% coverage of all schools under the legal entity

## True-up

The EEA program does not include a true-up offering for institutions with a one-year agreement. Institutions with a two-year agreement require a true-up for all purchased products if the Total FTE has increased more than 5% by their first anniversary date.

Decreases in the institution's Total FTE over the EEA term will not reduce the license fee.

## Student access

Products licensed under an EEA are only available on institution owned or leased computers. If products are installed on institution-owned or leased computers used by students under the age of 13, the institution is responsible for ensuring, upon installation, that it opts out of sending Adobe product usage data. The institution shall be responsible for all acts and omissions of students who use the products.

## Work at home

The EEA program does not include work at home rights.

## Ordering and Deployment

### Initial order

Institutions place all orders directly with their Reseller, either at the time of enrollment or within 30 days of receiving their EEA Agreement Number.

Once Adobe accepts the initial order, the designated EEA IT administrator receives an order confirmation email that includes directions for accessing serial numbers for the products ordered.

If the initial purchase order fails to meet the ordering eligibility requirements, the order will not process and will return for correction. If the customer does not correct and resubmit the order within 30 days, Adobe sends the customer and any Reseller designated during enrollment an email notice indicating the initial order has not been received. Adobe may suspend and/or terminate the EEA if the initial order requirements have not been met within 45 days.

### Additional orders

An EEA-covered educational institution may purchase the optional add-on bundles at any point during the EEA term if these were not purchased with the initial EEA order. All add-on bundles must include the total FTE defined during enrollment.

## Proration

The cost of an add-on bundle placed during the EEA term will prorate to the end of the existing EEA. Additional license coverage during the existing EEA term must include the current month in which the order is placed.

**Example:** An institution is in the 5<sup>th</sup> month of their 1-year term and needs the Presenter and Captivate add-on bundle.

- In LWS, the Reseller orders the Presenter and Captivate bundle for the institution's entire FTE. LWS then prorates the term and pricing to 8 months, ending when the EEA term expires
- LWS shows Presenter and Captivate bundle licenses for the entire FTE

Adobe's systems will reject any additional license orders that do not have the correct prorated number of months to co-terminate with the institution's existing EEA end date.

## Adobe's Licensing Website and Creative Cloud Packager

LWS (<http://licensing.adobe.com/>) enables customers to access pertinent licensing information about their EEA agreement and EEA licensed products, including detailed purchase history, LWS account information, product serial numbers, and agreement expiration dates.

For new customers: The EEA designated IT administrator will receive email communication containing instructions on how to set up the LWS account login and password for management of the institution's EEA and licensed products.

## End-user ID number

Adobe establishes an end-user ID number for each EEA. Information about all customer orders is available on LWS using the end-user ID. This number is different from the EEA Agreement Number, which is valid only during the active EEA term. Customers retain the same end-user ID even after an agreement expires and a new one begins.

## Electronic Software Delivery

Adobe provides electronic software delivery (ESD) via LWS for all products licensed under EEA. IT administrators go to LWS to download<sup>4</sup> serial number(s), Adobe Creative Cloud Packager (CCP) software, and any applications CCP does not support. Adobe Customer Care can assist customers with any ESD download issues.

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<sup>4</sup> The number of downloads for each product is tracked on the download site and is available for customers to view on the ESD download screen.

Adobe provides the designated EEA IT administrator and any deploy-to contacts listed on an order access to downloads via LWS. The EEA IT administrator and the deploy-to contacts may grant additional users access to LWS with rights to use ESD and transfer their administrative rights to a different contact within the institution.

## Serial numbers

Customers will retrieve any required serial numbers via LWS. Serial number use is limited to validly licensed installations of a given EEA product; new serial numbers may be issued for feature releases and updates provided to certain products if applicable. Serial numbers and their respective operating details do not change the software terms of use or the EEA term as defined in the agreement.

## Creative Cloud Packager

The EEA IT administrator must use Creative Cloud Packager to package and distribute software to their end-users. Packager combines Creative Cloud applications and updates for volume deployment. IT administrators can create Windows and/or Mac OS packages (MSI or PKG files) and then deploy to client machines through any third-party deployment tool that supports the deployment of native installers (Microsoft SCCM, Apple ARD, or JAMF Casper Suite). 32-bit or 64-bit versions of the applications are available when packaging products for delivery in Windows. For more information on Creative Cloud Packager, go to <http://helpx.adobe.com/creative-cloud/packager/creating-packages.html> or the EEA Read-Me file included in LWS.

## Deployment via Creative Cloud Packager

Upon launching Packager, the IT administrator must sign in with their Adobe ID, enter the applicable serial number, and will then receive a list of available desktop applications. The IT admin will then create a deployment package that matches their licensing agreement. Please note that although Adobe may deliver or make available certain desktop applications, the institution is not entitled to use, download, or access any software products or services that are not specifically licensed under their EEA agreement.

The administrator can then securely deploy these packages and any updates to the required computers using industry standard deployment tools.

The end-user is not required to have internet access to launch and use these applications, but the IT administrator will require internet access at the time of packaging.

# Administration

## Reports

Customers may run a Detailed Purchase History report in LWS that summarizes all EEA orders reported to Adobe.

## License certificates

Adobe provides a PDF certificate<sup>5</sup> of each transaction that occurs. The certificate generates automatically to the customer's account in LWS. Customers can retrieve serial numbers for EEA-licensed products from LWS.

## Policies

In addition to the details described above, Adobe maintains the following EEA policies to ensure that customers fully understand the agreement and software use requirements under the program.

### Backward licensing

Adobe typically allows customers to order a current-version license but use one version prior only. When using an earlier version, the customer must follow all guidelines of the current-version EULA. Media, documentation, and/or support for older product versions may no longer be available.

### Cross-language licensing

Licenses sold in a specific language grant use rights to that language. Licenses sold with the designation of "All" as their language do allow customers to deploy the product in any language they choose.

Exceptions to the conditions above may apply when the customer has access to feature releases as part of the product license and a new or updated version of their product is not available in the originally licensed language, or a new local language is made available. In these instances, Adobe will communicate what cross-language rights may apply.

### Cross-platform licensing

Customers receive product serial numbers that support both Windows and Mac deployments as long as the product is available for both Windows and Mac. Customers can choose to use either platform as long as the total number of licenses being used does not exceed the number purchased or specifically licensed per their agreement with Adobe.

### Transfer of licenses

Transfer of licenses (TOL) within the educational institution defined for coverage under EEA is allowed. No TOL, outside the educational institution defined in the EEA agreement, is allowed unless there is a divestiture and approval from Adobe. Approvals for any other TOL exceptions will be made by Adobe at its sole discretion. Prior written approval from Adobe for any TOL is required in order to track entitlement. In addition, Adobe will not process TOL requests across deploy-tos on the same end-user ID.

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<sup>5</sup> License certificates are for customer reference only and do not serve as valid documentation for compliance audits.

## Returns

Purchases made under an EEA may only be returned for one of the following reasons:

- The wrong product, platform, or quantity was delivered. (This could include Adobe shipping the item requested on the channel partner's purchase order, but the purchase order does not match what the customer ordered)
- The customer receives a duplicate shipment or duplicate billing (due to a duplicate purchase order from the channel partner)

Adobe must approve any request for returns. The customer must make the request for a return within 30 days of the original license order. The request must state the reason and provide proof of the original order date. Partial order returns are not accepted. An Adobe Letter of Destruction provided by the authorized Reseller with an original authorized signature from the customer must be received in order to issue credit. In addition, the customer will also receive a confirmation one-way Letter of Destruction with every return.

## Use of information

Adobe may use information about customers or affiliates (such as other schools within the educational institution defined for coverage under EEA) for purposes of administering EEA and for fulfilling its obligations under EEA. Such information may be used among Adobe entities worldwide and among Resellers worldwide. This includes but is not limited to the following:

- Adobe may share necessary program information of any customer or affiliates, including Education Enterprise Agreement Number, end-user ID, and name and contact details of an EEA program administrator, with its Reseller and with Adobe entities involved in program administration, wherever they may be located
- Adobe will use the name and contact details of a customer, any customer-designated contacts, or the customer-designated EEA program administrator to send program-related communications to such licensing contacts. This includes, but is not limited to, notices of feature releases and updates, program changes, and notices of discontinued SKUs

## Reseller information

### Authorized Reseller

EEA is available worldwide through authorized Adobe education Resellers<sup>6</sup>. EEA enrolled institutions work directly with an Adobe authorized Reseller of their choosing to place orders for products licensed under EEA. All EEA software license fees are determined solely by the Reseller. Adobe does not set the pricing that a customer is charged, and Adobe cannot guarantee any specific pricing. Resellers operate as independent distributors and are not agents or affiliates of Adobe. As a result, the customer is responsible for informing any Reseller of its applicable EEA Agreement Number and discount tier. Customers are free to negotiate any EEA

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<sup>6</sup> "Reseller" describes the entity from which the customer orders Adobe software.

software license fees directly with their Reseller. Matters such as price, delivery, and payment terms are established by and between the customer and Reseller.

An Adobe authorized education Reseller is qualified to offer the EEA program for education customers. By choosing a Reseller, the enrolling institution is authorizing Adobe to send the designated Reseller information pertaining to the customer's account, enrollment, orders, and information.

## **Changing Resellers**

During the EEA term, customers have the option to work with whichever Reseller they choose. If customers want to change their Reseller between the time they enroll in EEA and the deadline for their initial order, or for any subsequent orders, they must submit a Change of Reseller form to Adobe. The customer's current Reseller can provide this form.

## **For more information**

Contact a Reseller, Adobe Customer Care, or visit [www.adobe.com/go/volumelicensing](http://www.adobe.com/go/volumelicensing).

## Appendix: Qualifying educational institutions

The Adobe EEA 1.5 program is available only to primary and secondary schools that meet the appropriate educational institution qualifications defined below:

- (a) **Qualified Educational Institutions.** The following is a non-exhaustive list of qualified educational institutions under EEA 1.5:
  - (i) Accredited (by official accrediting entities) public or private primary or secondary school providing full-time instruction
  - (ii) Named educational institutions approved by Adobe, only if individual named entities are approved by Adobe in writing
- (b) **Non-Qualified Educational Institutions.** The following is a non-exhaustive list of entities that are not qualified educational institutions under EEA 1.5:
  - (i) Non-accredited schools
  - (ii) Museums or libraries
  - (iii) Hospitals wholly owned and operated by an otherwise qualified educational institution
  - (iv) Churches or religious organizations that are not accredited schools
  - (v) Vocational training centers or schools granting certificates for courses such as computer software training or job training that are not accredited schools or that grant degrees requiring less than the equivalent of two years of full-time study
  - (vi) Military schools that do not grant academic degrees
  - (vii) Research laboratories
  - (viii) Public or private university or college (including community, junior, or vocational college)
  - (ix) Cooperative associations composed of multiple qualifying and unaffiliated educational institutions that join the cooperative association by enrolling; executing a written, legal agreement; or otherwise being qualified by the cooperative association as a member (each a consortium member) with the primary purpose of creating and/or managing volume-driven procurement/licensing agreements on behalf of its consortium members
- (c) **Asia Pacific countries excluding Southeast Asia countries as defined in section (d) below.**
  - (i) Australia, the Independent State of Samoa, Cook Islands, Fiji, Papua New Guinea, Marshall Islands, Solomon Islands; Bangladesh, Bhutan, India, Nepal, Sri Lanka; Mongolia, People's Republic of China (including Hong Kong S.A.R. and Macau S.A.R.), Taiwan R.O.C; Democratic Republic of Timor-Leste; Northern Mariana Islands; New Zealand; Pakistan; South Korea; or any country designated by Adobe from time to time on [www.adobe.com/ap/education/purchasing/qualify.html](http://www.adobe.com/ap/education/purchasing/qualify.html) (or its successor website thereto), as updated by Adobe from time to time
  - (ii) "Educational Institution" means a pre-tertiary academic institution, public or private, located in the territory that meets one of the criteria below:
    - i. elementary school, primary school, secondary school, high school, special needs school, correspondence school, religious school, which offer academic courses of study that lead to a certification, that is nationally recognized and acknowledged as

part of the territory's mainstream educational progression or that is recognized and endorsed by a government agency/branch/ministry in the territory;

- ii. an early childhood center or kindergarten that:
  - 1. is incorporated primarily for the purpose of providing educational services to children;
  - 2. offers an early childhood program; and
  - 3. is lawfully established, authorized, created, licensed, chartered, registered and/or accredited with/by the Ministry/Department of Education in the territory, or accredited by a government agency/branch/ministry or an accreditation agency recognized by a government agency/branch/ministry within the territory; or
- iii. Educational establishment specifically named and approved by Adobe's Legal Department in writing

(iii) Notwithstanding that an educational organization may have met with the criteria above, Adobe may determine, in its sole discretion, not to approve any such educational establishment as an "Qualified Educational Institution"

(iv) Examples of non-qualified Educational Institution (a non-exhaustive list) include:

- i. Tuition centers, and schools that grant certificates or provide courses on computer training, tuition on school subjects, language, arts, music classes, or other subjects or topics, where such entities or certification are not recognized and acknowledged as the territory's mainstream education progression;
- ii. Commercial training centers, skills centers, review centers and enrichment centers that are not otherwise Educational Institutions; and
- iii. Military school that does not grant academic degree

**(d) Southeast Asia Countries.**

(i) Indonesia; Malaysia; Philippines; Singapore; Thailand; Vietnam

(ii) "Educational Institution" means:

- i. pre-school, kindergarten, elementary school, primary school, secondary school or high school (a "Pre-Tertiary School"), or academic institution which offer courses of study or certification equivalent to a Pre-Tertiary School such as special needs school, international or foreign school and religious school, within the respective territory's definition designated by Adobe on [www.adobe.com/go/education\\_entity\\_seasia\\_edn](http://www.adobe.com/go/education_entity_seasia_edn) (or its successor website thereto), as updated by Adobe from time to time; or
- ii. Educational establishment specifically named and approved by Adobe's Legal Department in writing

(iii) Notwithstanding that an educational organization may have met with the criteria above, Adobe may determine, in its sole discretion, not to approve any such educational establishment as an "Qualified Educational Institution"

(iv) Examples of non-qualified Educational Institution (a non-exhaustive list) include:

- i. Childcare centers (unless such childcare centers also offer kindergarten programs);
- ii. skills centers, enrichment centers, tuition centers, education centers, correspondence schools, or other schools, granting certificates or providing courses on computer

training, job training, tuition on school subjects, language, arts, music classes, or other subjects or topics;

iii. Military school that does not grant academic degree

**(e) Japan.**

- (i) Educational institution as provided under the School Education Act
  - i. Schools (including elementary school, junior high school, high school, school for the blind, school for the deaf, school for the handicapped and kindergarten)
- (ii) Other educational institutions
  - i. Education Board and Education Institution as provided under the Law Regarding the Local Education Administration's Organization and Management. (Specifically, this is the Education Board provided under Article 2 of the Law Regarding Local Education Administration's Organization and Management and Education Center, Education Research Institute and other Education Institution(s) provided under Article 30 of the same law)
  - ii. Independent Administration Institution(s) overseen by the Ministry of Education, Culture, Sports, Science and Technology, and which purpose is education, such as, Education Training Center
- (iii) Any other institution that Adobe Ireland separately approves as an Educational Entity
  - i. Notwithstanding the forgoing, an entity shall no longer be deemed an Educational Entity under this Agreement from the date of Adobe's written notice, given in Adobe's sole discretion, that the entity is not approved as an Educational Entity

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04/14

# QUOTE CONFIRMATION



DEAR TARA SALAICES,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
HFST944	7/13/2016	ADOBE	1971165	\$4,280.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Adobe Creative Cloud desktop apps - Term License Subscription ( 1 year )</a> Mfg. Part#: 65232213AR42A12 UNSPSC: 43232112 Electronic distribution - NO MEDIA Contract: CalSAVE Technology Contract 527683 (527683)	107	3297450	\$40.00	\$4,280.00

PURCHASER BILLING INFO		SUBTOTAL	\$4,280.00
<b>Billing Address:</b> DAVIS JOINT UNIFIED SCHL DST 526 B ST DAVIS, CA 95616-3811 <b>Phone:</b> (530) 757-5385 <b>Payment Terms:</b> NET 30-VERBAL		SHIPPING	\$0.00
		<b>GRAND TOTAL</b>	<b>\$4,280.00</b>
DELIVER TO		<b>Please remit payments to:</b> CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
<b>Shipping Address:</b> TARA-ADOBE-DHS ATTN:TARA-ADOBE DHS 526 B ST DAVIS, CA 95616-3811 <b>Phone:</b> (530) 757-5385 <b>Shipping Method:</b> ELECTRONIC DISTRIBUTION			

Need Assistance? CDW•G SALES CONTACT INFORMATION			
	Thomas Creagan	(877) 827-9461	thomcre@cdwg.com

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