



Adobe Sales Order

Customer BOARD OF TRUSTEES OF ILLINOIS STATE UNIVERSITY
Agreement Number [REDACTED]
Currency USD
Partner DELL GLOBAL B.V. (SINGAPORE BRANCH)

Adobe Inc.

Products and Services Pricing Detail:

Creative Cloud, Document Cloud and Software

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

BASE YEAR

Line Number	SKU	Product Description	Billing Cycle	Quantity	Unit of Measure	License Term Start Date	License Term End Date	End User Unit Price	End User Total Fees
01	65290661	All Apps for Higher EDU Students	Advance Annually - In	9,500.00	Each USER Per Year	1 January 2020	31 December 2020	32.00	304,000.00
02	65290666	All Apps HED Faculty/Staff	Advance Annually - In	3,218.00	Enterprise-wide	1 January 2020	31 December 2020	32.00	102,976.00
03	65297410	Shared Device License HED	Advance Annually - In	4,287.00	Enterprise-wide	1 January 2020	31 December 2020	0.00	0.00

Adobe On-demand Services – Base Year:	406,976.00
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OPTION YEAR 1

Line Number	SKU	Product Description	Billing Cycle	Quantity	Unit of Measure	License Term Start Date	License Term End Date	End User Unit Price	End User Total Fees
04	65290661	All Apps for Higher EDU Students	Advance Annually - In	9,500.00	Each USER Per Year	1 January 2021	31 December 2021	32.00	304,000.00
05	65290666	All Apps HED Faculty/Staff	Advance Annually - In	3,218.00	Enterprise-wide	1 January 2021	31 December 2021	32.00	102,976.00
06	65297410	Shared Device License HED	Advance Annually - In	4,287.00	Enterprise-wide	1 January 2021	31 December 2021	0.00	0.00

Adobe On-demand Services – Option Year 1:	406,976.00
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OPTION YEAR 2

Line Number	SKU	Product Description	Billing Cycle	Quantity	Unit of Measure	License Term Start Date	License Term End Date	End User Unit Price	End User Total Fees
07	65290661	All Apps for Higher EDU Students	Advance Annually - In	9,500.00	Each USER Per Year	1 January 2022	31 December 2022	32.00	304,000.00
08	65290666	All Apps HED Faculty/Staff	Advance Annually - In	3,218.00	Enterprise-wide	1 January 2022	31 December 2022	32.00	102,976.00
09	65297410	Shared Device License HED	Advance Annually - In	4,287.00	Enterprise-wide	1 January 2022	31 December 2022	0.00	0.00

Adobe On-demand Services – Option Year 2:	406,976.00
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- 01, 04, 07 All Apps for Higher EDU Students:
This product has both On-premise Software and access to On-demand Services.

- 02, 05, 08 All Apps HED Faculty/Staff:
This product has both On-premise Software and access to On-demand Services.

- 03, 06, 09 Shared Device License HED:
This product is On-premise Software for use solely in Customer’s shared device environments. Users may only access On-demand Services in such shared device environments through User’s unique login ID, which must be obtained under separate license from Adobe. Users may only access On-demand Services in accordance with the terms of this Agreement. When Users access the Products and Services on shared devices, Customer is solely responsible for (1) establishing policies, practices, and controls to ensure that each User logs out of his or her Adobe account at the end of a usage session on a shared device; and (2) any unauthorized use of a User’s Adobe account resulting from such User’s failure to log out of his or her Adobe account or other accounts at the end of a usage session on a shared device.

Summary of Fees

	North America
Base Year	406,976.00
Option Year 1	406,976.00
Option Year 2	406,976.00
TOTAL (if Option Year 1 and 2 are exercised)	1,220,928.00

Sales Order Terms and Conditions

1. All Products and Services are provided under the Adobe Enterprise Licensing Terms consisting of the attached General Terms, the attached Security Exhibit, and the attached Product Specific Licensing Terms (collectively, the "Agreement").
2. As of the Effective Date of this Sales Order, this Sales Order supersedes and replaces Adobe Sales Order DR1915959 made effective between Customer and Adobe on May 29, 2018 with Agreement Number (ECM: 00709029.0) (the "Replaced Agreement"). Subject to the foregoing, the Replaced Agreement is deemed effectively terminated. As of the License Term Start Date set forth above, Customer will be entitled to a credit under the Replaced Agreement for any prepaid but unused fees associated with the terminated Products and Services. If applicable, such credit will be credited to Customer on the next invoice issued by Adobe hereunder per the Billing Cycle set forth above.
3. The License Term is one 12-month base year ("Base Year"). Upon written notice, Customer may exercise its option to extend the License Term of this Agreement one year at a time for two (2) additional one (1) year option periods ("Option Year 1" and "Option Year 2" respectively). The Unit Prices and License Fees for each Option Year is shown in the Option Year and Option Year 2 Line Items in the tables above. Customer must give Partner written notice of Customer's intent to exercise each Option Year at least thirty (30) days prior to the end of the then-current License Term.
4. If Adobe and the Illinois Public Higher Education Cooperative ("IPHEC") (or similar cooperative of which Customer is a member) enter into a system-wide ETLA during the License Term, and Customer wishes to participate under that agreement, Adobe and Customer will negotiate in good faith an early termination to this Agreement under which the fees payable by Customer will be pro-rated in accordance with the shortened License Term.
5. The terms of the attached "Illinois State University Certifications for No Dollar Contracts" are incorporated by this reference.
6. Customer agrees to purchase the Base Year 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 22 November 2019 (unless countersigned by Adobe).
7. Adobe is not entering into a direct purchasing relationship with Customer for the Products and Services. Rather, Customer must utilize an Adobe Partner for placing its orders. The Adobe Partner is responsible for setting the terms of payment with Customer (including but not limited to when payments by Customer are due to Adobe Partner), but Customer must submit a second and third year purchase order on or before the second and third anniversary of the start date of the License Term, respectively, if Option Year 1 and Option Year 2 are exercised.
Adobe Partner Name: DELL GLOBAL B.V. (SINGAPORE BRANCH)
Adobe Partner Address: 1 DELL WAY
ROUND ROCK TX UNITED STATES 78682-7000
8. The following capitalized terms are defined as follows:
 - (A) "Enterprise" means the entirety of Customer's organization, including its Affiliates that meet the education eligibility criteria for Adobe's education programs described at <https://www.adobe.com/fragments/textandimage/education/edu-ste-eligibility-institutions.html>, but excludes any divested entities. Further, "Enterprise" specifically excludes Customer's organization and operations within certain nations that have service or functionality limitations as identified in the applicable PSLT.

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- (B) "FTE" means the number of full-time Faculty Members + (number of part-time Faculty Members ÷ 3) + number of full-time Staff Members + (number of part-time Staff Members ÷ 2).
 - (C) "Faculty Member" means a then-current employee or independent contractor of the Enterprise whose primary job duties consist of providing educational instruction to students.
 - (D) "Staff Member" means a then-current employee of the Enterprise that provides administrative support to the Enterprise's educational operations to faculty.
 - (E) "Student" means an individual enrolled part-time or full-time in a degree-granting program or an academic course of study conducted by Enterprise.
9. For those Products and Services identified as being licensed on an "Enterprise Wide" basis in the Products and Services Pricing Details, Customer may: (a) permit each Faculty Member and Staff Member to activate a copy of the On-premise Software associated with the Product and Service on up to two Computers which may be accessed by such Faculty Member or Staff Member using a unique log-in identifier; and (b) install a copy of the On-premise Software on any Enterprise-owned Computer located in computer labs and classrooms for use by Students, Faculty Members and Staff Members using a unique log-in identifier; Customer represents and warrants that as of the Effective Date, (i) its current FTE Count is 3,218 ; (ii) a non-binding estimate of Computers located in computer labs and classrooms on which Customer intends to install the Products and Services is 4,287; and (iii) a non-binding estimate of Faculty Members and Staff Members that Customer intends to authorize as Users of the Products and Services is 5,540. If Customer's FTE Count increases by 5% or more from the last established FTE Count ("Growth Event"), then Customer must notify Adobe in writing within 14 days. Adobe will invoice Customer for the additional license fees based on the unit price of the Products and Services set forth in the Products and Services Pricing Detail and pro-rated through the end of the then current License Term.
10. Customer may permit the deployment of the quantity of Products and Services identified in the Products and Services Pricing Details for use by Students. A Student is permitted to deploy the Products and Services on one non-Enterprise owned Computer which may be accessed by such individual using a unique log-in identifier. If an individual ceases to be a Student during the License Term, such individual must de-install its copy of the Products and Services and cease usage. Customer must manage the allocation of Student licenses through the use of the licensing console provided with the Products and Services. Customer must report any deployment of the Products and Services in excess of the quantities previously purchased using the form found at www.adobe.com/go/trueup. Such reports are due to Adobe 14 days prior to each anniversary of the start date of the License Term. Customer will be billed in arrears for 50% of the license fee ("True Up Rates") for each additional deployment identified in the report and must pay 100% of the True-up Rates for each year (if any) remaining under this Sales Order.

Product	True-up Rates Per Unit Annual Fee (Per License Metric, Per Year)
All Apps for Higher EDU Students	32.00

By signing below, each Party acknowledges that it has carefully read and fully understands this Agreement and each agrees to be bound by this Agreement. This Agreement becomes effective upon the date of the last signature (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 Inc. (ADUS)
345 Park Avenue, San Jose, CA 95110, United States

Garrett Holbrook
Garrett Holbrook (Nov 19, 2019)

Authorized Signature

Garrett Holbrook
Print Name

Director Technical Revenue Ops
Title

Nov 19, 2019
Date

BOARD OF TRUSTEES OF ILLINOIS STATE UNIVERSITY
100 NORTH UNIVERSITY STREET, NORMAL, IL 61761
UNITED STATES

[REDACTED]

Authorized Signature

Ernest Olson
Print Name

Director of Purchases
Title

11/19/19
Date

North America

End User : [REDACTED]	Bill-To: 0001445236	Deploy-To :
BOARD OF TRUSTEES OF ILLINOIS STATE UNIVERSITY 100 NORTH UNIVERSITY STREET NORMAL, IL, 61761 UNITED STATES	DELL MARKETING LP P.O. BOX 149257 AUSTIN, TX, 78714-4927 , UNITED STATES	BOARD OF TRUSTEES OF ILLINOIS STATE UNIVERSITY 100 NORTH UNIVERSITY STREET NORMAL, IL, 61761 UNITED STATES
	Invoicing Contact Name: Contact Email: us_accounts_payable_dell_s&p@dell.com	Customer Admin Name: David Greenfield Contact Email: dgreen@ilstu.edu

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

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

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

- 1.29 **"Sensitive Personal Data"** is given the meaning under relevant privacy or data protection laws relating to this term or any similar term (such as "sensitive personal information") used in the applicable laws, or where no such laws apply, means an individual's financial information (including financial account information), sexual preferences, medical or health information, and personal information of children protected under any child protection laws (such as the personal information defined under the US Children's Online Privacy Protection Act).
- 1.30 **"User"** means an individual (either an employee or temporary worker of Customer) who may use or access the Products and Services.

2. PAYMENT OF FEES

This section 2 has been deleted, as Customer is ordering from an Adobe Partner; accordingly, , payment terms are agreed between Customer and the Adobe Partner.

3. DELIVERY

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

4. LICENSE AND RESTRICTIONS

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

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

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

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

- (A) install and use the Products and Services in accordance with the Documentation on Computers for its direct beneficial business purposes, for the platforms and quantities set out in the Sales Order; and
- (B) make a reasonable number of copies of the On-premise Software for archival purposes and install and use the copies only when the primary copy has failed or is destroyed. Customer may also install copies of the On-premise Software in a disaster recovery environment, on a cold backup basis, for use solely in disaster recovery, and not for production, development, evaluation, or testing. For purposes of the prior sentence, cold backup basis means that the backup copies are

completely disconnected from any use environment and not receiving automatic data updates, and those backup copies require a manual activation process to pick up the use environment load during the failure of the primary copies.

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

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

(A) use the Products and Services in (1) violation of any applicable law (including, where applicable, COPPA), or in connection with unlawful material (such as material that violates any obscenity, defamation, harassment, privacy, or intellectual property laws); or (2) a manner that would cause a material risk to the security or operations of Adobe or any of its customers, or to the continued normal operation of other Adobe customers;

(B) copy, use, distribute, republish, download, display, transmit, sell, rent, lease, host, or sub-license the Products and Services;

(C) offer, use, or permit the use of the Products and Services in a computer service business, third-party outsourcing service, on a membership or subscription basis, on a service bureau basis, on a time-sharing basis, as part of a hosted service, or on behalf of any third party;

(D) attempt to interact with the operating system underlying the On-demand Services and Managed Services, or modify, create derivative works of, adapt, translate, reverse engineer, decompile, or otherwise attempt to discover the source code in, any Adobe Technology. This restriction will not apply to the extent it limits any non-waivable right Customer may enjoy under applicable law;

(E) remove, obscure, or alter any proprietary notices associated with the Products and Services (including any notices in Reports);

(F) use any software components, modules, or other services that may be delivered with the Products and Services, but which are not licensed to Customer and identified in the Sales Order; or

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

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

4.5 **Third Party Providers.** If Customer uses certain features of the Products and Services in conjunction with third party data, products, services, and platforms (e.g. social media platforms, media partners, wireless carriers, or device operating systems), then Customer is responsible for complying with the terms and conditions required by such third party providers, and all such use is at Customer's own risk.

4.6 **Regional Service Limitations.** Unless specifically licensed in the Sales Order, Customer is not permitted to use or allow its Users to use the On-demand Services and Managed Services in mainland China, Russia and any other country where usage is restricted by local laws.

5. THIRD-PARTY ACCESS

5.1 **Use by Affiliates.** Customer may allow its Affiliates to use and access the Products and Services, only if, and as specified in, a Sales Order.

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

6. CUSTOMER CONTENT AND DATA

- 6.1 **Ownership.** Customer owns (or where applicable, must ensure it has a valid license to) the Customer Data and Customer Content, subject to Adobe's underlying intellectual property in the Adobe Technology.
- 6.2 **Permitted Use.** Customer grants Adobe and its Affiliates a non-exclusive, worldwide, royalty-free license to use, copy, transmit, sub-license, index, store, and display Customer Data and Customer Content solely: (A) to the extent necessary to perform its obligations or enforce its rights under this Agreement; or (B) where required or authorized by law.
- 6.3 **Anonymized and Aggregated Data.** Unless otherwise stated in the PSLT, Customer grants Adobe and its Affiliates a non-exclusive, perpetual, worldwide, royalty-free license to use, copy, transmit, sub-license, index, model, aggregate (including with other customers' data), publish, display and distribute any anonymous information derived from Customer Data (such as, but not limited to, web browser, screen resolution, and mobile device-type information).
- 6.4 **Responsibility.** Customer retains complete control over the installation and configuration of Distributed Code, and each Customer Site and Customer Content. Customer is responsible for ensuring that all Customer Sites used with the On-demand Services or Managed Services, and all Customer Data and Customer Content comply with all applicable laws and regulations. Customer will take reasonable steps to identify and promptly remove any Customer Data or Customer Content that violates the requirements of section 4.4(A) ("**Unlawful Content**"), in accordance with applicable laws and regulations. If there is Unlawful Content, Adobe may suspend services or remove the Unlawful Content.
- 6.5 **Consumer Generated Content.** If content generated by consumers of Customer is uploaded to Adobe's On-demand Services and Managed Services, the following terms apply:
- (A) Adobe does not review all content uploaded to Adobe On-demand Services and Managed Services, but Adobe may use available technologies or processes to screen for certain types of illegal content (for example, child pornography) or other abusive content or behavior (for example, patterns of activity that indicate spam or phishing); and
 - (B) Adobe may access or disclose information about Customer, its consumers, or Customer's use of the On-demand Services and Managed Services when it is required by law (such as when Adobe receives a valid subpoena or search warrant).
- 6.6 **Data Retention.** With respect to On-demand Services, Customer Data may be permanently deleted from Adobe's servers 25 months from the date of its collection or receipt, unless specified otherwise in the respective PSLT.

- 6.7 **Usage Analytics.** Adobe may develop, modify, improve, support, and operate its Products and Services based on Customer's use, as applicable, of any Products and Services.

7. CONFIDENTIALITY

- 7.1 **No Use or Disclosure.** The receiving Party will only use Confidential Information for the purposes of or as permitted under this Agreement and will not reproduce, disseminate, or disclose Confidential Information to any person, except to its employees and authorized representatives (i.e., temporary employees, consultants, and contractors) who need to know the Confidential Information for the purposes of this Agreement and are bound by confidentiality obligations at least as restrictive as those in this section 7 (Confidentiality). ISU reserves the right to disclose contract purchase information as required by the State of Illinois Freedom of Information Act without pre-notification or approval from the Vendor.
- 7.2 **Protection of Information.** The receiving Party will treat Confidential Information with the same degree of care as it treats its own information of similar sensitivity, but never with less than reasonable care.
- 7.3 **Permitted Disclosure.** The receiving Party may disclose Confidential Information: (A) as approved in a writing signed by the disclosing Party; (B) as necessary to comply with any law or valid order of a court or other governmental body; or (C) as necessary to establish the rights of either Party, but in the case of (B) and (C), only if the receiving Party promptly notifies the disclosing Party of the details of the required disclosure and gives the disclosing Party all assistance reasonably required by the disclosing Party to enable the disclosing Party to take available steps to prevent the disclosure or to ensure that disclosure occurs subject to an appropriate obligation of confidence.
- 7.4 **Responsibility for Representatives and Affiliates.** For the purpose of this section 7 (Confidentiality) and the definition of "Confidential Information", a reference to a Party means a Party and its Affiliates. The receiving Party is responsible for ensuring that its representatives and Affiliates fully comply with the obligations of the receiving Party under this section.

8. PRIVACY AND SECURITY MEASURES

- 8.1 **Compliance with Privacy Laws.** Adobe will comply with applicable privacy and data protection laws regarding the processing and storage of Customer Data in connection with its role as described in the Agreement.
- 8.2 **Security Measures.** Adobe has implemented reasonable information security practices regarding the protection of Customer Data, including administrative, technical and physical security measures consistent with the information found at www.adobe.com/go/cloudcompliance, for the applicable On-demand Services or Managed Services.
- 8.3 **Security Claims.** In the event of a Security Claim, Adobe will, at its expense:
- (A) defend any third-party Claim against Customer caused by Adobe's failure to comply with section 8.2 (Security Measures) to the extent such failure results in the unauthorized acquisition by a third-party of Customer Data ("**Security Claim**"), and
 - (B) indemnify Customer from and against any of the following, to the extent directly attributable to a Security Claim:
 - (1) Adobe-negotiated settlement amounts (to the extent Adobe is permitted to settle);
 - (2) damages finally awarded by a court;

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

8.4 Conditions

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

8.5 **Remedies.** The remedies in section 8.3 (Security Claims) are Customer's sole and exclusive remedies and Adobe's sole liability and obligation regarding Adobe's failure to comply with section 8.2 (Security Measures) and any confidentiality claims involving Customer Data that may arise from an incident giving rise to the Security Claim (notwithstanding section 11.3(B)).

8.6 **Privacy Policy.** In connection with Customer's use of the On-demand Services and Managed Services, Customer will conspicuously display a privacy policy or other notice, from the primary consumer interface, that:

- (A) discloses Customer's privacy practices;
- (B) identifies the collection (via Distributed Code, where applicable) and use of information gathered in connection with the Products and Services, as applicable; and
- (C) offers individuals an opportunity to opt out of (or opt-in if applicable law requires) the collection or use of data gathered in connection with the On-demand Services or Managed Services. Adobe reserves the right to recommend to Customer that it modify its privacy disclosures to address

updates or changes to applicable law, industry self-regulation, or best practices, and Customer agrees to undertake a good faith effort to address such recommendation(s).

- 8.7 **Sensitive Personal Data.** Customer agrees not to collect, process, or store any Sensitive Personal Data using the On-demand Services or Managed Services. Customer agrees not to transmit, disclose, or make available Sensitive Personal Data to Adobe or Adobe's third-party providers.
- 8.8 **Professional Services.** For Professional Services, Customer will not provide access to Personal Data unless specifically agreed to in writing.

9. THIRD PARTY INTELLECTUAL PROPERTY CLAIMS

- 9.1 **Adobe's Obligations.** Adobe will defend, at its expense, any third-party Claim against Customer during the License Term to the extent the Claim alleges that (A) the Indemnified Technology directly infringes the third party's patent, copyright, or trademark; or that (B) Adobe has misappropriated the third party's trade secret ("**Infringement Claim**"). Adobe will pay any damages finally awarded by a court of competent jurisdiction (or settlement amounts agreed to in writing by Adobe).
- 9.2 **Adobe's Response.** In the defense or settlement of any Infringement Claim, Adobe may, at its sole option and expense:
- (A) procure for Customer a license to continue using the Products and Services under the terms of this Agreement;
 - (B) replace or modify the allegedly infringing Products and Services to avoid the infringement; or
 - (C) terminate Customer's license and access to the Products and Services (or its infringing part) and refund:
 - (1) in the case of Products and Services licensed for a limited term, any prepaid unused fees as of the date of termination; or
 - (2) in the case of On-premise Software licensed for a perpetual term, an amount equal to the pro-rata value of the On-premise Software, calculated by depreciating the fee paid by Customer for the On-premise Software on a straight-line basis using a useful life of 36 months from the date of initial delivery of the On-premise Software,but only if Customer purges and destroys all copies of the On-premise Software (and any related materials) and Distributed Code from all computer systems on which it was stored.
- 9.3 **Conditions.** Adobe will have no liability for any Infringement Claim:
- (A) that arises from any:
 - (1) use of the Products and Services in violation of this Agreement;
 - (2) modification of the Products and Services by anyone other than Adobe;
 - (3) failure by Customer to install the latest updated version of the Products and Services as requested by Adobe to avoid infringement; or
 - (4) third-party products, services, hardware, software, or other materials, or combination of these with the Products and Services, if the Products and Services would not be infringing without this combination; or
 - (B) if Customer fails to:
 - (1) notify Adobe in writing of the Infringement Claim promptly upon the earlier of learning of or receiving a notice of it, to the extent that Adobe is prejudiced by this failure;
 - (2) provide Adobe with reasonable assistance requested by Adobe for the defense or settlement (as applicable) of the Infringement Claim;

- (3) provide Adobe with the exclusive right to control and the authority to settle the Infringement Claim; or
- (4) refrain from making admissions about the Infringement Claim without Adobe's prior written consent.

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

10. OTHER CLAIMS

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

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

Customer will pay any damages finally awarded by a court of competent jurisdiction (or settlement amounts agreed to in writing by Customer). The Limitation of Liability provision in the General Terms does not apply to Customer's liability or obligations under this section.

10.2 **Conditions.** Customer's obligations under this section 10 (Other Claims) are conditioned upon Adobe (to the extent permitted by applicable law): (1) promptly notifying the Customer of any Claim in writing; (2) cooperating with the Customer in the defense of the Claim; (3) granting the Customer sole control of the defense or settlement of the Claim; and (4) refraining from making any admissions about the Claim.

10.3 **Sole and Exclusive Remedy.** The remedies in this section 10 are Adobe's sole and exclusive remedies and Customer's sole liability regarding the subject matter giving rise to any such Claim.

11. LIMITATION OF LIABILITY

11.1 **Neither Party will be liable to the other Party for any special, indirect, moral, consequential, incidental, punitive, or exemplary damages; loss of profits; loss of reputation, use, or revenue; loss or corruption of data; or interruption of business.**

11.2 **The maximum aggregate liability of each Party for each and all Claims (individually and together) under or relating to this Agreement or its subject matter is limited to an amount equal to the aggregate of the fees payable by Customer under this Agreement during the 12 months before the initial Claim.**

11.3 **Sections 11.1 and 11.2 (Limitation of Liability):**

- (A) **apply regardless of the form or source of Claim or loss, whether the Claim or loss was foreseeable, and whether a Party has been advised of the possibility of the Claim or loss; and**
- (B) **do not apply in any breach of Section 7 (Confidentiality), Customer's use of Adobe Technology beyond the scope of any license granted under this Agreement, or Customer's failure to pay any amounts owing to Adobe under this Agreement.**

12. WARRANTIES

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- 12.1 **Limited Warranty and Remedy for On-demand Services and Managed Services.** Adobe warrants that the On-demand Services and Managed Services, as delivered to Customer, will substantially conform to the applicable Documentation during the License Term, to the extent that the On-demand Services and Managed Services constitute Indemnified Technology. Customer must notify Adobe of a claim under this warranty within 30 days of the date on which the condition giving rise to the claim first appeared. To the extent permitted by law, Customer's sole and exclusive remedy and Adobe's sole liability under or in connection with this warranty will be a replacement of the Distributed Code (as applicable), or if replacement is not commercially reasonable, a termination of the applicable On-demand Service or Managed Service and a refund of any pre-paid unused fees for the applicable On-demand Service or Managed Service.
- 12.2 **Limited Warranty and Remedies for On-premise Software.** Adobe warrants that the On-premise Software will substantially conform to the applicable Documentation for 90 days following the delivery of the On-premise Software, to the extent that the On-premise Software constitutes Indemnified Technology. Customer must make these warranty claims to Adobe within this 90-day period. To the extent permitted by law, Customer's sole and exclusive remedy and Adobe's sole liability under or in connection with this warranty will be, at Adobe's option, a replacement of the On-premise Software, or refund of the fees Customer paid for the On-premise Software.
- 12.3 **Implied Warranties.** To the maximum extent permitted by law and except for the express warranties in this Agreement, Adobe provides the Products and Services on an "as-is" basis. Adobe, its Affiliates, and third-party providers disclaim and make no other representation or warranty of any kind, express, implied or statutory, including representations, guarantees or warranties of merchantability, fitness for a particular purpose, title, non-infringement, or accuracy. Customer acknowledges that (A) neither Adobe, its Affiliates nor its third party providers controls Customer equipment or the transfer of data over communications facilities (including the Internet); (B) the Products and Services may be subject to limitations, interruptions, delays, cancellations, and other problems inherent in the use of the communications facilities (including search engines and social media channels); and (C) it is fully responsible to install appropriate security updates and patches. Adobe, its Affiliates, and its third party providers are not responsible for any interruptions, delays, cancellations, delivery failures, data loss, content corruption, packet loss, or other damage resulting from these problems.

13. LICENSE COMPLIANCE

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

pay the additional license fees and any applicable related maintenance and support fees within 30 days of invoice date. If use, deployment, or installation exceeds 5% of that which is permitted under this Agreement, Customer must pay Adobe's reasonable costs of conducting the verification, in addition to paying the additional fees.

14. SPECIFIC PROVISIONS FOR PROFESSIONAL SERVICES

14.1 License to Deliverables.

(A) Without limiting or modifying any license granted to Customer for the On-premise Software, On-demand Services or Managed Services, Adobe grants Customer a non-exclusive, non-sublicensable and non-transferable license to use the materials developed and provided to Customer by Adobe in performing the Professional Services ("**Deliverables**") solely for Customer's direct beneficial business purposes.

(B) Adobe retains all rights, title and interest (including intellectual property rights) in and to the Deliverables. To the extent that Customer participates in the creation or modification of any Adobe Technology or Deliverables, Customer waives and assigns to Adobe all rights, title and interest (including intellectual property rights) in the Adobe Technology or Deliverables. Adobe is free to use the residuals of Confidential Information for any purpose, where "residuals" means that Confidential Information disclosed in non-tangible form that may be retained in the memories of representatives of Adobe.

14.2 **Employment Taxes and Obligations.** Adobe is responsible for all taxes and any employment obligations arising from its employment of personnel and contractors to perform the Professional Services.

14.3 **Warranty.** Adobe warrants the Professional Services will be performed in a professional and workmanlike manner. Customer must notify Adobe in writing of any breach of this warranty within 30 days of delivery of such Professional Service. To the extent permitted by law, Customer's sole and exclusive remedy for breach of this warranty and Adobe's sole liability under or in connection with this warranty will be re-performance of the relevant Professional Service.

14.4 **Use of Subcontractors.** Customer agrees that Adobe may use subcontractors in the performance of the Professional Services. Where Adobe subcontracts any of its obligations concerning the Professional Services, Adobe will not be relieved of its obligations to Customer under this Agreement.

15. TERM AND TERMINATION

15.1 **Term.** This Agreement applies to each of the Products and Services from the Effective Date until the expiration of the applicable License Term or the term for Professional Services, unless terminated earlier under this Agreement. **The term of the Agreement (including original and renewal terms) shall not exceed ten (10) years in total.**

15.2 Termination for Cause

(A) **Material Breach by Either Party.** If either Party commits a material breach of this Agreement, the non-breaching Party may give written notice describing the nature and basis of the breach to the breaching Party. If the breach is not cured within 30 days of the notice date, the non-breaching Party may immediately terminate this Agreement, in whole or in part.

(B) **Breach of Confidentiality Provisions.** If a Party is in breach of any confidentiality provisions of this Agreement, the non-breaching Party may terminate this Agreement, in whole or in part, immediately by giving the breaching Party written notice of the breach.

- (C) **Other Breaches.** Adobe may terminate this Agreement, in whole or in part, immediately upon written notice to Customer, if required by law; or Customer breaches section 4.4 (D) of these General Terms.

15.3 Effect of Termination or Expiration.

- (A) Upon termination or expiration of this Agreement or any License Term for the Products and Services:
- (1) the license and associated rights for the Products and Services will immediately terminate;
 - (2) Customer must, at its expense: (a) remove and delete all copies of the On-premise Software and Distributed Code; and (b) remove all references and links to the On-demand Services or Managed Services from the Customer Sites. Some or all of the Products and Services may cease to operate without prior notice upon expiration or termination of the License Term; and
 - (3) Customer Data and Customer Content stored within the On-demand Services will be available to Customer for 30 days after the termination or expiration in the same format then available within the reporting interface(s).
- (B) Customer will be liable for any fees for any On-demand Services and Managed Services that are still in use or which remain active after termination or expiration of this Agreement. These fees will be invoiced to Customer at the rate set out in the Sales Order.
- (C) If Adobe reasonably determines that Customer's deployment of the On-demand Services or Managed Services contains or creates a material risk to Adobe Technology, Adobe's Confidential Information, the security or business operations of Adobe, any customer of Adobe, or to the continued normal operation of other Adobe customers, then Adobe may, at any time, upon written notice to Customer, immediately suspend or terminate Customer's access, in whole or in part, to the On-demand Services or Managed Services, until such risk is resolved. Adobe will use commercially reasonable efforts to mitigate any such security or operational risk prior to suspension or termination and only will look to such efforts as a final option to avoid such risks.

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

16. GENERAL PROVISIONS

16.1 Assignment.

- (A) This agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other party. However, if Customer declines to agree to an assignment by operation of law due to a merger or acquisition by Adobe, Adobe may terminate this Agreement for its convenience. In such event, Adobe will refund on a pro-rata basis any pre-paid, unused license fees.
- (B) Any (attempted) assignment in derogation of this section will be null and void.

- 16.2 Governing Law.** This Agreement is governed by and construed under the laws of the state of Illinois.

- 16.3 Force Majeure.** Neither Party is liable for failure to perform its obligations under this Agreement (except for any payment obligations) to the extent that performance is delayed, prevented, restricted or interfered with as a result of any causes beyond its reasonable control, including acts of God, terrorism, labor action, fire, flood, earthquake, failure of third-party providers, denial of service

attacks and other malicious conduct, utility failures, power outages, or governmental acts, orders, or restrictions.

- 16.4 **Injunctive Relief.** Actual or threatened breach of certain sections of this Agreement (such as, without limitation, provisions on intellectual property (including ownership), license, privacy, data protection and confidentiality) may cause immediate, irreparable harm that is difficult to calculate and cannot be remedied by the payment of damages alone. Either Party will be entitled to seek preliminary and permanent injunctive relief and other equitable relief for any such breach.
- 16.5 **Notices.** Any notice given under this Agreement must be in writing by email to the following addresses (or addresses notified in writing by either Party): to Adobe: ContractNotifications@adobe.com; and to Customer: at Customer's email address stated on the Sales Order, or if Customer's Sales Order is with an Adobe Partner, at Customer's registered address.
- 16.6 **No Agency.** Nothing in this Agreement is intended to constitute a fiduciary relationship, agency, joint venture, partnership, or trust between the Parties. No Party has authority to bind the other Party.
- 16.7 **Customer's Purchase Order.** Any terms or conditions in Customer's purchase order or any other related documentation submitted by or on behalf of Customer to Adobe (or any other party, such as an Adobe Partner) do not form part of this Agreement and are void, unless otherwise expressly agreed in writing and signed by both Customer and Adobe.
- 16.8 **Waiver, Modification.** Neither Party's waiver of the breach of any provision constitutes a waiver of that provision in any other instance. This Agreement may not be modified nor any rights under it waived, in whole or in part, except in writing signed by the Parties.
- 16.9 **Order of Precedence.** The Sales Order will prevail over the applicable Product Specific Licensing Terms, which will prevail over the General Terms (to the extent of any inconsistency).
- 16.10 **Entire Agreement.** This Agreement contains the entire understanding of the Parties relating to the subject matter and supersedes all earlier agreements, understandings, proposals, discussions, negotiations, representations and warranties, both written and oral, regarding the subject matter.
- 16.11 **Counterpart.** This Agreement (or a component) may be executed in one or more counterparts, each of which constitutes an original and all of which taken together constitutes the same agreement. Each Party may sign this Agreement using an electronic or handwritten signature, which are of equal effect, whether on original or electronic copies.
- 16.12 **Severability.** If any term of this Agreement is held invalid or unenforceable for any reason, the remainder of the term and this Agreement will continue in full force and effect.
- 16.13 **Trade Rules.** Customer acknowledges that the Products and Services may be subject to the trade control laws and regulations of the United States and other national governments, and Customer will comply with them.
- 16.14 **Adobe Partner Transactions.** If Customer orders Products and Services from an Adobe Partner under a Sales Order with the Adobe Partner ("**Customer Order**"): (A) the terms of this Agreement apply to Customer's use of the Products and Services; (B) the Enterprise Licensing Terms (or any part of it) prevail over any inconsistent provisions in the Customer Order; and (C) the Adobe Partner is solely responsible for any variations or inconsistencies between the Customer Order and the order between the Adobe Partner and Adobe for the transaction. If Customer does not accept the terms of this Agreement, then Customer must not use, or must immediately cease using, the relevant Products and Services.
- 16.15 **U.S. Government Licensing.** For US Government end users: Customer acknowledges that Products and Services are "Commercial Item(s)," as that term is defined at 48 C.F.R. section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as the terms are used in 48 C.F.R. section 12.212 or 48 C.F.R. section 227.7202, as applicable. Customer agrees, consistent with 48 C.F.R. section 12.212 or 48 C.F.R. sections 227.7202-1 through 227.7202-4,

as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (A) only as Commercial Items; and (B) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights are reserved under the copyright laws of the United States.

SECURITY EXHIBIT

Adobe has implemented security practices within the production environments that store or process Customer Data and Customer Content, which are at least as rigorous as those listed below for Adobe's Products and Services listed as SOC2 - S and ISO 27001 compliant at www.adobe.com/go/cloudcompliance.

1. Information Systems and Technology Management

1.1 Production Configuration Management

- (A) Adobe ensures security hardening and baseline configuration standards have been established according to industry standards and are reviewed and updated periodically or when required due to significant change.
- (B) Adobe uses mechanisms to detect deviations from baseline configurations on production environments.
- (C) Installation of software or programs in the production environment is approved by appropriate personnel.

1.2 Change Management

- (A) Change scope, change type, and roles and responsibilities are pre-established and documented in a change control workflow; notification and approval requirements are also pre-established based on risk associated with change scope and type.
- (B) Based on risk, prior to introducing changes into the production environment, approval from appropriate personnel is required based on the following:
 - (1) change description is documented
 - (2) impact of change
 - (3) test results are documented
 - (4) back-out procedures are defined
- (C) Changes to the production environment are implemented by authorized personnel.

2. Identity and Access Management

2.1 Logical access

- (A) Access provisioning to information systems requires approval from appropriate personnel based on documented specification of:
 - (1) access privileges granted
 - (2) account type
 - (3) group membership (if applicable)
- (B) Logical access that is no longer required in the event of a termination is documented, communicated to management, and revoked.
- (C) Adobe performs account and access reviews on a quarterly basis; corrective action is taken where applicable.

2.2 Authentication

- (A) Adobe creates unique identifiers for user accounts and prevents identifier reuse.
- (B) User and device authentication to information systems is protected by passwords that meet Adobe's password complexity requirements. Adobe requires system users to change passwords at least every 90 days.

(C) Remote connections to the corporate network are accessed via VPN through managed gateways.

- 2.3 Role Based AccessControl
 - (A) Initial permission definitions, and changes to permissions, associated with logical access roles are approved by appropriate personnel.
 - (B) Access to modify source code is restricted to authorized personnel.
 - (C) Adobe restricts the use of shared and group authentication credentials. Authentication credentials for shared and group accounts are reset every 90 days.
- 2.4 NetworkOperations.
 - (A) Network traffic to and from untrusted networks passes through a policy enforcement point; firewall rules are established in accordance to identified security requirements and business justifications.
 - (B) Production environments are logically segregated from non-production environments.
- 2.5 KeyManagement
 - (A) Access to the cryptographic keystores is limited to authorized personnel.

3. Risk Management

- 3.1 Adobe management performs an annual risk assessment. Results from risk assessment activities are reviewed to prioritize mitigation of identified risks.
- 3.2 Management assesses the design and operating effectiveness of internal controls against the established controls framework. Corrective actions related to identified deficiencies are tracked to resolution.
- 3.3 Adobe establishes internal audit requirements and executes audits on information systems and processes at planned intervals.
- 3.4 Management prepares a remediation plan to formally manage the resolution of findings identified in risk assessment activities.

4. Security Governance

- 4.1 Corporate Documents. Adobe's key business functions and information security capabilities are supported by documented procedures that are communicated to authorized personnel.
- 4.2 Information Security Management. Adobe has an established governance framework that supports relevant aspects of information security with policies and standards.
- 4.3 Security Leadership & Roles. Roles and responsibilities for the governance of Information Security within Adobe are formally documented and communicated by Management.

5. Service & Product Lifecycle

- 5.1 Source Code. Source code is checked for vulnerabilities using static code analysis tools prior to being released into production.
- 5.2 System implementations or software releases are subject to the Service Life Cycle (SLC), including documentation and execution of:
 - (A) Establishment and segregation of Roles and Responsibilities (i.e., development, test, approval and release are performed by different parties)
 - (B) Details of implementation/release requirements
 - (C) Functional testing of requirements
 - (D) Security testing and approval
 - (E) Legal review and approval (applicable to Adobe product releases only)
 - (F) Management consideration of test results and approval prior to release/implementation
 - (G) Mechanisms are in place to ensure that the deployed code is the same code that has been approved for deployment

6. Systems Monitoring

- 6.1 Adobe logs critical information system activity.
- 6.2 Security Monitoring and Evaluation
 - (A) Adobe defines security monitoring alert criteria, how alert criteria will be flagged and identifies authorized personnel for flagged system alerts.
 - (B) Adobe defines availability monitoring alert criteria, how alert criteria will be flagged and identifies authorized personnel for flagged system alerts.
- 6.3 System Design Documentation
 - (A) Documentation of system boundaries and key aspects of their functionality are published to authorized Adobe personnel.
 - (B) Adobe publishes public-facing whitepapers that describe the purpose, design and boundaries of the system and system components.

7. Vulnerability Management

- 7.1 Information Systems and Technology
 - (A) Adobe conducts vulnerability assessments, assigns risk ratings to the discovered vulnerabilities and tracks legitimate vulnerabilities through remediation; scan tools are updated prior to running scans.
 - (B) At least annually, Adobe conducts external penetration tests, assigns risk ratings to discovered vulnerabilities and tracks vulnerabilities through resolution.
 - (C) If applicable, Adobe has managed enterprise antivirus deployments and ensures the following:
 - (1) Signature definitions are updated
 - (2) Full scans are performed periodically and real-time scans are enabled
 - (3) Alerts are reviewed and resolved by appropriate personnel.
- 7.2 Patch Management. Adobe installs security-relevant patches, including software or firmware updates.
- 7.3 Vulnerability Response. Adobe reviews reasonable customer vulnerability-related inquiries.

8. Incident Response

- 8.1 Adobe defines the types of incidents that need to be managed, tracked, and reported. Such management includes the following:
 - (A) Procedures for the identification and management of incidents
 - (B) Procedures for the resolution of confirmed incidents
 - (C) Key incident response systems
 - (D) Incident coordination and communication strategy
 - (E) Contact method for internal parties to report potential incidents
 - (F) Support team contact information
 - (G) Notification to relevant Adobe management in the event of a security breach
 - (H) Provisions for updating and communicating the plan
 - (I) Provisions for training of support team
 - (J) Preservation of incident information
 - (K) Management review and approval; annual or when major changes to organization occur.
- 8.2 Adobe responds to confirmed incidents and resolution is tracked with appropriate management channels. If applicable, Adobe coordinates the incident response with business contingency activities.

8.3 Adobe provides a contact method for external parties to:

- (A) Submit complaints and inquiries
- (B) Report incidents

9. Site Operations

9.1 Physical Access Management

- (A) Physical access that is no longer required in the event of a termination or role change is revoked promptly. If applicable, temporary badges are returned prior to exiting facility.
- (B) Initial permission definitions, and changes to permissions, associated with physical access roles are approved by appropriate personnel.

9.2 Physical Access Reviews. Adobe performs physical access account reviews on a quarterly basis including documented specification of the following:

- (A) review access listing
- (B) if applicable, access that should be revoked
- (C) final access listing and reviewer approval

9.3 Physical Security

- (A) Physical access to restricted areas of the facility is protected by walls with non-partitioned ceilings, secured entry points and/or manned reception desks.
- (B) Intrusion detection and video surveillance are installed at Adobe data center locations.-
- (C) Physical access provisioning to an Adobe datacenter requires management approval and documented specification of:
 - (1) account type: (visitor, vendor, or regular)
 - (2) access privileges granted
 - (3) intended business purpose
 - (4) visitor identification method, if applicable
 - (5) temporary badge issued, if applicable
 - (6) access start date
 - (7) access duration

9.4 Environmental security

- (A) Temperature and humidity levels of data halls are monitored and maintained at appropriate levels.
- (B) Emergency responders are automatically contacted when fire detection systems are activated. The design and function of fire detection and suppression systems is certified at appropriate intervals.
- (C) Adobe employs uninterruptible power supplies (UPS) and generators to support critical systems in the event of a power disruption or failure. The design and function of relevant equipment is certified at appropriate intervals.
- (D) Adobe power and telecommunication lines are protected from interference, interception and damage.

10. Employee Management

10.1 Background Checks

- (A) New hires in the U.S. are required to pass a background check as a condition of their employment, Outside the U.S., Adobe conducts background checks on certain new employees in accordance with Adobe's background check policy and applicable local laws.
- (B) Adobe hires employees based on a documented job description.

10.2 Training and Awareness

(A) Adobe personnel complete security awareness training, which includes annual updates about relevant policies and standards and how to report security events to the appropriate response team. Records of training completion are documented and retained for tracking purposes.

(B) Adobe fulltime and temporary employees and interns complete a code of business conduct training.

11. Third Party Management

11.1 On a periodic basis, management reviews controls within third party assurance reports to ensure that they meet organizational requirements; if control gaps are identified in the assurance reports, management takes action to address impact the disclosed gaps have on the organization.

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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).

2. **Activation; Simultaneous Use.** If Customer licenses the On-premise Software on a per-User basis, each User may activate the On-premise Software on up to 2 Computers within Customer's direct control. Customer is not permitted to use the On-premise Software on these 2 Computers simultaneously. 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 1 Computer.
3. **Update.** The On-premise Software may automatically download and install updates from time to time. Customer agrees to receive such updates from Adobe as part of Customer's use of the On-premise Software.
4. **Content Files.** Customer may use, display, modify, reproduce, and distribute any of the Adobe-provided sample files such as stock images or sounds ("Content Files"), except Customer must not distribute Content Files on a stand-alone basis. Customer may not claim any trademark rights in, or derivative works of, the Content Files.
5. **Embedded Use.** Customer may embed or distribute, as applicable, any software made available to Customer through the On-premise Software (including runtimes, add-ins, and utilities provided with the On-premise Software, for example as part of an application that is packaged to run on the Apple iOS or Android™ operating systems) as part of developer applications, electronic documents or content, and may only permit use of such software in connection with such application, document or content. No other embedding rights are implied or permitted.
6. **Serial Numbers.** This section applies to Customer solely if Customer is utilizing serial numbers to deploy On-premise Software as of the Effective Date. Adobe is updating its application licensing technology. Once Adobe ports the On-premise Software to this new technology starting in October 2018, new versions of the On-premise Software will not be accessible to those Customers who use serial numbers to deploy the On-premise Software.
7. **After Effects Render Engine.** Customer may install an unlimited number of Render Engines on Computers within its intranet if at least one Computer has the full version of the Adobe After Effects software installed. The term "**Render Engine**" means an installable portion of the On-premise Software that enables the rendering of After Effects projects but does not include the complete After Effects user interface.
8. **Adobe Runtime.** If the On-premise Software includes Adobe AIR, Adobe Flash Player, Shockwave Player, Authorware Player, or portion of the On-premise Software embedded in a presentation, information, or materials created and generated using the On-premise Software (collectively "**Adobe Runtime**"), then distributions of the resulting output file or developer application on a non-PC device may require Customer to obtain licenses and be subject to additional royalties, for which Customer is solely responsible.
9. **AVC Distribution.** The notices applicable to On-premise Software containing AVC import and export functionality are located on the Third-Party Notice Page.
10. **Adobe Media Encoder.** Customer may install Adobe Media Encoder ("**AME**") on a Computer within its intranet solely for the purpose of 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 with (a) 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.

PRODUCT SPECIFIC LICENSING TERMS FOR ON-DEMAND SERVICES

11. Use of Service.

- 11.1 **User-Generated Content.** The 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 (a) disable On-demand Services access in the Creative Cloud Packager, where that functionality is made available, or (b) 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.
- 11.2 **Additional License Restrictions.** Customer must not:
- (A) place advertisement of any products or services through the On-demand Services;
 - (B) use any data mining or similar data gathering and extraction methods;
 - (C) circumvent any access or use restrictions; or
 - (D) impersonate any person or entity, or falsely state or otherwise misrepresent Customer's affiliation with a person or entity.
12. **Modification.** Adobe will make reasonable efforts to notify Customer before Adobe modifies or discontinues the On-demand Services or any portions or service features thereof at any time without liability. If Adobe discontinues an On-demand Service in its entirety, then Adobe will provide Customer with a pro rata refund of prepaid fees or similar service for that On-demand Service.
13. **Storage and Retention.** Adobe will store Customer Content and Customer Data during the License Term up to any storage limit specified in the applicable Sales Order. 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 and Customer Data prior to deletion.

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

14. **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. 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.
15. **Digital Certificates.** The On-premise Software or On-demand Services may include technology that allows Customer to enable electronic signatures or digital credential features ("Key"). Customer may not access, attempt to access, control, disable, remove, use, or distribute the Key for any purpose. Digital certificates may be issued by third party certificate authorities, and Customer is solely responsible for deciding whether or not to rely on a certificate.

PRODUCT SPECIFIC LICENSING TERMS FOR ADOBE CREATIVE CLOUD

16. **Exception to General Terms for Customer Data.** Customer Data, as defined in the General Terms does not apply to Customer's use of the Adobe Creative Cloud On-premise Software solution.

PRODUCT SPECIFIC LICENSING TERMS FOR ADOBE'S ELECTRONIC SIGNATURE SERVICE

17. Additional Definitions.

- 17.1 "Electronic Document" means any document uploaded into Adobe's electronic signature service.
- 17.2 "Participant" means any individual or entity who electronically reviews, accepts, signs, approves, transmits, or delegates action to a third party regarding Electronic Documents via Customer's electronic signature service account.
- 17.3 A "Transaction" occurs each time an Electronic Document, or collection of related Electronic Documents up to 100 pages or 10 MB are sent to Participants through the On-demand Services.

18. Privacy, Information Security, and Compliance.

- 18.1 **Sensitive Personal Data.** The Sensitive Personal Data section of the General Terms does not apply to Customer's use of the electronic signature service.
- 18.2 **Configurable Controls.** Adobe makes certain security controls available and configurable by Customer, or Adobe's customer support. It is Customer's responsibility to determine what notices, consents, and controls Customer requires in order to comply with laws, standards, regulations, or obligations that Customer may have to Customer's Participants. Once Customer sends an Electronic Document for signature, or transfers an Electronic Document out of Adobe's electronic signature service, or to a third-party provider, that Electronic Document leaves Adobe's servers, and Adobe's security controls no longer apply. Information received by Adobe in connection with the electronic signature service is governed by the Adobe Privacy Policy (adobe.com/privacy/policy.html), including the Adobe electronic signature services privacy terms (adobe.com/privacy/echosign.html, or successor websites).
- 18.3 **Security.** Adobe has implemented information security practices to help protect Customer Content which is available for review at: <http://www.adobe.com/security.html>. Customer may not use the fax option in Adobe's electronic signature service to process payment card information, including credit card numbers and verification codes.

19. **Legal Counsel.** Customer will rely on its own legal counsel as to the use and viability of electronic signatures in a particular country or for a particular use.

PRODUCT SPECIFIC LICENSING TERMS FOR ADOBE TYPEKIT**20. Typekit Service.****20.1 Desktop Publishing.**

- (A) Customer may use Typekit Sync Fonts that have been synchronized to Customer's Computer to design and develop Customer Documents and Customer may embed and distribute Typekit Sync Fonts within Customer's Documents so that when others view, print or interact with Customer's Documents they will see Customer's content displayed (and can edit portions of Customer's Documents like inputting text into form fields, if applicable) with Typekit Sync Fonts as Customer intended; and
- (B) Customer may only embed those characters (i.e. subset) of Typekit Sync Fonts that are necessary to display, print and view (or edit, if applicable) the Customer Document.

20.2 Obligations, Limitations, Restrictions and Prohibited Uses of the Distributed Code.

- (A) **Continuing access to the Distributed Code.** On-going access to the Distributed Code may require a recurring Internet connection to provision, activate, or synchronize the Distributed Code, or to authorize, renew or validate Customer's access to the Distributed Code. In some cases, Typekit Font that Customer designs into certain published documents or published websites (collectively "Published Media") will be viewable by Customer and by third parties that access or view the Published Media only for as long as Customer maintains an uninterrupted subscription plan (including payment of all subscription plan fees, if applicable).
- (B) **Prohibited Uses of the Distributed Code.** Customer is expressly prohibited from:
- (1) Hosting the Distributed Code on Customer's own server or other self-hosting option or service other than a Typekit-provided self-hosting environment;
 - (2) Allowing external output of the Distributed Code from within Customer's Published Media, or distributing any portion of the Distributed Code on a standalone basis or in any way that would allow another person to use the Distributed Code to author new content outside of Customer's Published Media;
 - (3) 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 Distributed Code; and
 - (4) Attempting to copy, move or remove Distributed Code from the locations or folders on Customer's Computer where Adobe has installed such Distributed Code, or otherwise attempting to access or use the Distributed Code other than by subscribing directly to the On-demand Services using the means Adobe provides for such purposes.

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

21. Website Publishing. Customer may only use Typekit Web to design and develop the Customer Site and to encode a link to selected Typekit Web within the Customer Site design so that visitors to the Customer Site will see the content displayed with Typekit Web as intended.

22. Use Restrictions.

- 22.1 If Customer is an Agency, Adobe grants a limited right to Customer to use Typekit Web only in connection with services Customer provides as an Agency to its clients.
- 22.2 Customer may not use any portion of the Distributed Code in a Reseller Platform without express prior written permission from Adobe.

23. Definitions.

- 23.1 **"Agency"** means an individual or commercial business that provides web or graphic design, advertising, marketing, or similar services to its own customers or clients and which services may include creating or maintaining Customer Content.
- 23.2 **"Customer Documents"** mean any publicly distributed form of digital document that uses Typekit Fonts, whether or not embedded, including for display, viewing, or consumption by anyone accessing the Customer Documents.
- 23.3 **"Customer Site"** as used in this PSLT means websites, webpages or webpage content that Customer designs, develops, or creates and that are published and integrate, access, and publicly display Typekit Fonts.
- 23.4 **"Distributed Code"** as used in this PSLT means the software files containing Typekit Fonts and any script or code provided by Adobe to enable Customer to receive the On-demand Services.
- 23.5 **"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.)
- 23.6 **"Typekit Sync Fonts"** means those Typekit Fonts designated as desktop fonts made available for syncing to Customer's Computer use solely for desktop publishing purposes (i.e., for creating Customer Documents).
- 23.7 **"Typekit Fonts"** means the fonts licensed by Adobe to Customer made available from the On-Demand Services comprising the Adobe Typekit Desktop and Typekit Web.
- 23.8 **"Typekit Web"** means those Typekit Fonts that facilitate Customer's access and use of the Distributed Code for creating a Customer Site.

ILLINOIS STATE UNIVERSITY CERTIFICATIONS FOR NO DOLLAR CONTRACTS

EQUAL EMPLOYMENT OPPORTUNITY: The Contractor agrees to refrain from unlawful discrimination in employment and to comply with all applicable state and federal equal employment opportunity laws and regulations.

CERTIFICATIONS:

By acceptance of this Contract, the Contractor makes the following certifications concerning its eligibility to do business with the State of Illinois:

1. Criminal Convictions. Contractor has not been barred from contracting as a result of conviction of any of the following crimes:
 - bid-rigging or bid rotating under 720 ILCS 5/33E or a similar law of another state;
 - inducement to refrain from bidding under 30 ILCS 500/50-25; or
 - any other felony where sentence was completed less than 5 years prior to date of Contract (30 ILCS 500/50-10).
2. Educational Loan Default. If the Contractor is an individual, he/she is not in default on an educational loan funded by the State of Illinois (5 ILCS 385/3).
3. Prohibited Sources of Labor. If any foreign made equipment, materials, or supplies are to be furnished to the University under the Contract, Contractor certifies that none of them have been produced in whole or in part by:
 - forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583/10); or
 - the labor of any child under the age of 12 (30 ILCS 584/10).
4. Lead Poisoning Prevention Act. If Contractor is the owner of residential buildings in Illinois, Contractor has not committed a willful or knowing violation of the Lead Poisoning Prevention Act (30 ILCS 500/50-14.5).
5. EPA Violation. Contractor has not been found by a court or the Illinois Pollution Control Board to have committed a willful or knowing violation of the Illinois Environmental Protection Act within 5 years of date of Contract (30 ILCS 500/50-14).
6. State Board of Elections Registration and Political Contribution Prohibition. If Contractor has contracts, bids, or proposals with the State of Illinois that annually exceed, in the aggregate, \$50,000, Contractor certifies that it is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code (30 ILCS 500/20-160 and 50-37).
7. Conflict of Interest. Contractor has no known conflicts of interest related to the University.
8. Employment of Current or Former State University Employees. Contractor has not employed and is not negotiating possible future employment with any university employee who participated in the negotiation of this contract on behalf of the university. (30 ILCS 500/50-15.) Contractor is not in violation of the "Revolving Door" prohibitions of the Illinois Procurement Code (30 ILCS 500/50-30) and the State Officials and Employees Ethics Act (5 ILCS 430/5-45).

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 Inc. 345 Park Avenue San Jose, California 95110-2704 USA Attention: Contract Operations Group	Scan and email signed agreement to: *Email: rgcordus@adobe.com	FAX signed agreement to: FAX: (801) 437-2883

K-12 (Primary and Secondary) Education Additional Terms

Last updated June 26, 2019

These Additional Terms govern your use and deployment of Adobe products and services to students in the K-12 (primary and secondary) school environment (the "**Student Services**"). These Additional Terms are incorporated by reference into the Adobe General Terms of Use ("**General Terms**") located at <https://www.adobe.com/legal/terms.html> (these Additional Terms and the General Terms are collectively referred to as "**Terms**"). To the extent the provisions in these Additional Terms conflict with the General Terms or the Adobe Privacy Policy (located at <https://www.adobe.com/privacy/policy.html>), these Additional Terms will govern. Capitalized terms not defined herein have the same meaning as defined in the General Terms.

1. Additional Definitions

- 1.1. "**School**" means a qualified primary or secondary educational institution, defined at: www.adobe.com/go/primary-secondary-institution-eligibility-guidelines. For example, a K-12 educational institution in the United States is a School.
- 1.2. "**Student**" means an individual enrolled in classes at a School.
- 1.3. "**Student Assets**" means the files, data, and Student-generated content created by Students through the use of the Student Services.
- 1.4. "**Student Data**" means Student Personal Information and Student Assets.
- 1.5. "**Student Personal Information**" means any information, whether gathered by Adobe or provided by a Student, a School, or a parent or guardian during the provision of the Student Services pursuant to these Terms, that can be used to identify or contact a particular Student or that, alone or in combination, is linked or linkable to a specific Student so as to allow a reasonable person in the School community who does not have knowledge of the relevant circumstances, to identify the Student with reasonable certainty. To the extent U.S. law applies, Student Personal Information may include "educational records" as defined in FERPA (20 U.S.C. § 1232(g)).
- 1.6. "**You**" or "**you**," as used in these Additional Terms, means a School and its teachers, administrators, or other users authorized to access and use the Student Services on the School's behalf.

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

- 2.1 **Deployment.** You may only deploy the Student Services using Enterprise or Federated IDs. Use of Enterprise or Federated IDs is essential for us to meet our Student privacy commitments to you. Use of Enterprise or Federated IDs also ensures you retain control over the Student Services and the Student Data provided to or generated through the Services. Any deployment of an individual Adobe ID to a Student nullifies any commitment we make regarding the use and protection of Student Data, and you must defend and indemnify us for any privacy or other claims related to your license deployment using an Adobe ID for the Student Services. More information about ID types is available at <https://helpx.adobe.com/enterprise/using/edu-deployment-guide.html>.
- 2.2 **Use of Student Services.** All users of the Student Services must comply with the applicable provisions of the General Terms, including but not limited to those governing acceptable use.

3. Data Ownership and Authorized Access

3.1. Student Data Consents and Authority. By using the Student Services and offering the Student Services to Students, you represent and warrant that (i) you have the authority to provide Student Data to Adobe, or to authorize Adobe to collect Student Data through the Student Services, and to allow Adobe to process Student Data for the purpose of providing the Student Services, and (ii) you have provided appropriate disclosures to, and obtained consents from, your School, the School's end users, the parents or guardians of Students, or any other required individual regarding the School's use of the Student Services, to the extent such disclosures or consents are required by applicable law or by School agreements.

3.2. Ownership and Control. Adobe will access and process Student Data for the purposes of providing the Student Services as described in these Terms. As between Adobe and School, School owns all rights, title, and interest to all Student Data processed by Adobe pursuant to the Terms, and Adobe does not own, control, or license such Student Data, except so as to provide the Student Services and as otherwise described in the Terms.

4. Compliance with Law and Obligations

4.1. United States. Both parties agree to uphold their responsibilities under laws governing Student Personal Information, including, but not limited to, state student privacy statutes and regulations, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232(g), the Protection of Pupil Rights Amendment ("PPRA"), 20 U.S.C. 1232, and the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6502.

(a) **FERPA Compliance.** If you are located in the United States, Adobe will collect and process Student Data as a "school official" with a legitimate educational interest as defined under FERPA and its implementing regulations, and we agree to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials.

(b) **COPPA Compliance.** If you are located in the United States, to the extent you allow children under 13 to access the Student Services or any other Adobe application, you are solely responsible for obtaining any required consent to allow Adobe to collect and process information from students under 13 for the purposes described in these Terms, and you represent and warrant that you have the authority to provide such consent in accordance with COPPA. You are responsible for ensuring your configuration of the Student Services and the features and functionality of the Student Services you permit children under 13 to access are appropriate for use in a manner consistent with COPPA.

4.2. Local Law Compliance. Schools and the use of Student Services may also be subject to laws and regulations in the jurisdiction in which you are located. You are responsible for ensuring that you can use the Student Services consistent with your local laws. In particular, it is the School's obligation to (a) determine whether legal obligations arising from such local laws and regulations apply with respect to the School's use and deployment of Student Services, (b) obtain any necessary consents from parents or legal guardians, to the extent such consents may be required, and (c) configure the Student Services such that they are deployed in the School and made available to Students in a manner consistent with these local laws.

5. Student Data Processing

5.1. Permitted Uses of Student Data. Adobe may use, transmit, distribute, modify, reproduce, display, and store Student Data solely for the purposes of: (i) providing the Student Services as contemplated by the Terms, and as otherwise described herein, (ii) maintaining, supporting, evaluating, analyzing, diagnosing, improving and developing Adobe's websites, services, and applications, as permitted by law, (iii) enforcing its rights under the Terms, (iv) as permitted with consent of the parent or guardian, eligible Student, or the School, and (v) as otherwise authorized by applicable law.

5.2. Use of De-Identified Data. Notwithstanding anything to the contrary herein, you agree that Adobe may use de-identified data, including Student Data from which all direct and indirect identifiers have been removed such that there is no reasonable basis to believe the information can be used to identify an individual, as well as data relating to access and use of the Student Services, for any lawful purpose, including, but not limited to, the development, research, and improvement of educational sites, services, or applications, and to demonstrate the effectiveness of the Student Services. Unless permitted or required by law, Adobe agrees not to attempt to re-identify any such data

and will not disclose it to any third party unless the recipient agrees in writing not to attempt to re-identify the information.

5.3. Marketing and Advertising. Adobe is prohibited from using Student Data to: (i) inform or direct targeted online advertising to Students or to a parent or guardian unless with the consent of the parent or guardian, (ii) amass a profile of a Student, other than for the purpose of providing Student Services or as authorized by School or the Student, and (iii) for any other commercial purpose unless authorized by School or by the parent or guardian, or as permitted by applicable law. Notwithstanding the foregoing, you agree that Adobe may (a) market or advertise products and services directly to parents, guardians, or School employees, so long as the marketing does not result from the use of Student Data, (b) direct online advertising to a Student or other individual based on that Student or individual's current visit to that online location, provided that the Student's online activities are not collected over time for the purpose of delivering targeted advertising; (c) use Student Data to recommend educational products or services to parents/guardians and School's employees so long as the recommendations are not based in whole or in part on payment or other consideration from a third party, (d) use aggregate or de-identified information to inform, influence, or enable marketing, advertising, or other commercial efforts by Adobe; (e) use Student Data for adaptive learning or customized student learning purposes, or (f) use Student Data to send emails or other communications to Students relating to their account and use of the Student Services.

5.4. Student Data Retention and Deletion. Schools may access a Student account through the Adobe Admin Console at any time in order to modify or delete Student Data. It is your responsibility to delete or remove Student Data from the School Service when it is no longer needed for an educational purpose. Upon termination of your agreement with Adobe, Adobe will retain Student Data for a reasonable period of time to permit Students to download to and store Student Assets in a personal account. It will be the responsibility of the School to delete any remaining Student Data upon termination of the agreement. If the School fails to delete Student Data, Adobe will dispose of or delete Student Data when it is no longer needed for the purpose for which it was obtained. Adobe has no obligation to delete de-identified data or Student Assets that have been transferred to a Student's personal account.

6. Restrictions on Access or Disclosure of Student Data

6.1. Permitted Disclosures. Adobe will not sell, disclose, transfer, share, or rent any data obtained under the agreement in a manner that could identify an individual Student to any entity other than the School except: (i) to the extent set forth in the agreement, or (ii) with the consent, or at the direction of, the School, a Student's parent or legal guardian, or a Student who is over the legal age of consent. Depending on the features and functionality utilized by the School, some features of the Student Services may permit Students to share information or post information in a public forum. School administrative users should use caution when adjusting permissions and feature access through the Adobe Admin Console to ensure the features are configured appropriately for your use.

6.2. Third-Party Service Providers. You acknowledge and agree that, provided that they have a legitimate need to access such information in connection with their responsibilities in providing services to Adobe and such access is subject to contractual data protection terms, Adobe may permit its subcontractors, service providers, and agents to access Student Data.

6.3. Third Party Access Requests. School will establish reasonable procedures by which a parent, legal guardian, or eligible Student may request access, correction, or deletion of Student Data generated through the Student Services. Upon request by the School, Adobe will work with the School as needed to facilitate such access. Should a third party, including law enforcement and government entities, contact Adobe with a request for Student Data, Adobe will redirect the third party to request the data directly from School, unless and to the extent that Adobe reasonably and in good faith believes that granting such access is necessary to comply with a legal obligation or legal process or to protect the rights, property, or personal safety of Adobe's users, employees, or others.

6.4. Change of Control. In the event Adobe sells, divests, or transfers all or a portion of its business assets to a third party, Adobe may transfer Student Data to the new owner provided that (i) the new corporate owner intends to maintain and provide the Student Services subject to data privacy standards no less stringent than those provided herein, or (ii) Adobe will give notice to School and an opportunity to opt out of the transfer of Student Data.

7. Data Security

7.1. School Obligations. School and users of Student Services will take reasonable precautions to secure usernames, passwords and any other means of gaining access to the Student Services and to Student Data. School will notify Adobe promptly of any known or suspected unauthorized access to School's account and/or to Adobe's systems or services. School will assist Adobe in any efforts by Adobe to investigate and respond to any incident involving unauthorized access to the systems.

7.2. Adobe Obligations. Adobe has implemented reasonable administrative, technical, and physical security controls to protect Student Data and has provided data privacy and security training to employees who have access to Student Data or who operate or have access to relevant system controls. However, despite our efforts, no security controls are 100% effective and Adobe cannot ensure or warrant the security of your information. In the event that we determine any Student Personal Information that we have collected or received through the Student Services was acquired by an unauthorized party (a "**Security Event**"), we will promptly notify the School and shall reasonably cooperate with the School's investigation of the Security Event. To the extent the School determines that a Security Event affects its Student's Personal Information in a manner that triggers third party notice requirements under applicable laws, the School shall be responsible for sending such notices, unless otherwise agreed in writing between Adobe and the School. Except as otherwise required by law, Adobe will not provide notice of the Security Event directly to individuals whose personal information was affected, to regulatory agencies, or to other entities, without first providing written notice to School.

8. Governing Law

8.1. If your School is a U.S. public and accredited K-12 (primary and secondary) educational institution then, despite any conflicting language in the General Terms, the Terms are governed by the laws of the state in which your School is domiciled, except that body of law concerning conflicts of law.