



Adobe Sales Order

Customer UNIVERSITY OF NORTH TEXAS SYSTEM
 Partner DELL GLOBAL B.V. (SINGAPORE BRANCH)
 Deal Registration ID DR2754199
 Currency USD

Adobe Inc.

Products and Services Pricing Detail:

Adobe On-demand Services

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

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	License Term Start Date	License Term End Date	End User Unit Price	End User Total Fees
01	65272757	Adobe Sign for enterprise Education	Advance Annually - In	20.00	Each USER Per Year	30 May 2021	29 May 2024	330.00	19,800.00

01 Adobe Sign for enterprise Education:
 The dates set forth in the pricing table represent the best estimates of the License Term Start Date and License Term End Date but such dates will be adjusted based on the actual delivery date of login credentials to access the Products and Services. During each 12-month license period, each licensed user is permitted to send up to 150 Transactions. Transactions for a given customer account are aggregated among all licensed users, and do not carry over from one 12-month license period to the next.

Creative Cloud, Document Cloud and Software

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

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	License Term Start Date	License Term End Date	End User Unit Price	End User Total Fees
02	65297410	Shared Device License HED	Advance Annually - In	12,000.00	Enterprise Wide	30 May 2021	29 May 2024	0.00	0.00
03	65313789	All Apps, Pro HED Faculty/Staff	Advance Annually - In	6,325.00	Enterprise Wide	30 May 2021	29 May 2024	49.50	939,262.50
04	65291298	Captivate	Advance Annually - In	100.00	Each USER Per Year	30 May 2021	29 May 2024	22.00	6,600.00

02 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.

03 All Apps, Pro HED Faculty/Staff:
 This product includes all Creative Cloud On-premise Software, Acrobat Pro, access to all Creative Cloud On-demand Services, and access to the

Adobe Stock On-demand Services. For clarity, Faculty Members and Staff Members are "Users" as defined in the Agreement. The Pro Images licensed under this Sales Order are delivered under the special terms for Pro Images in the Adobe Stock PSLT, except that the Pro Images license in the PSLT (section 7.2(A) of the PSLT version: Adobe Stock 2020v2) is replaced with the following: Pro Images are licensed under an Education License and not under the Works Extended License set forth in section 3.2 of the Adobe Stock PSLT. "Education License" means, for Faculty Members and Staff Members, that, subject to the restrictions in the Agreement, Adobe grants Customer the non-exclusive, perpetual (only for the specific uses of the Pro Images that Customer has used prior to the end of the License Term, including the Grace Period as applicable), worldwide, non-transferable, non-sublicensable license to allow Faculty Members and Staff Members to access the Adobe Stock On-demand Services and to license, use, reproduce, archive, modify, and display the Pro Images, in all media, for: (a) advertising, marketing, promotional, and decoration purposes related solely to the Enterprise; and (b) professional and academic activities related solely to the Enterprise, and not for any other purpose. For clarity, Customer may distribute marketing and promotional materials, internal presentations, decorations, and digital productions that display or incorporate the Pro Images solely for the benefit of the Enterprise.

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

Summary of Fees

	End User Fees
Year One Fees	321,887.50
Year Two Fees	321,887.50
Year Three Fees	321,887.50
TOTAL	965,662.50

Sales Order Terms and Conditions

1. All Products and Services listed above are provided under the following: (A) the version of the Adobe Enterprise Licensing Terms as of the date Customer executes this Sales Order and available here: <http://www.adobe.com/legal/terms/enterprise-licensing.html>, including the General Terms and the applicable Product Specific Licensing Terms, (B) the Software Agreement Addendum attached as Exhibit A to this Sales Order; and, (C) this Sales Order (collectively, the “Agreement”).
2. Customer agrees to purchase the Products and Services set out in the Products and Services Pricing Detail section. All pricing and discounts described in this Sales Order are contingent upon Customer’s execution and return of this Sales Order no later than 30 May 2021 (unless countersigned by Adobe).
3. 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.
 Adobe Partner Name: DELL GLOBAL B.V. (SINGAPORE BRANCH)
 Adobe Partner Address: 1 DELL WAY
 ROUND ROCK TX UNITED STATES 78682-7000
4. The following capitalized terms are defined as follows:
 - (A) “Enterprise” means the entirety of Customer’s organization, including its Affiliates that meet the education eligibility criterion 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.
 - (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.
5. 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 without the need for a unique log-in identifier; Customer represents and warrants that as of the Effective Date, (i) its current FTE Count is 6,325; (ii) a non-binding estimate of Computers located in computer labs and classrooms on which Customer intends to install the Products and Services is 12,000; and (iii) a non-binding estimate of Faculty Members and Staff Members that Customer intends to authorize as Users of the Products and Services is 6,325. 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.
6. (A) Deployment. Using the Admin Console, Customer may Deploy the quantity of Products and Services in accordance with the license metric specified within the Products and Services Pricing Detail throughout its Enterprise. The “Admin Console” means Adobe’s enterprise licensing management console for administrators to manage and Deploy Adobe Products and Services. “Deploy” means to make a license available for Products and Services to a User or Computer, as applicable, regardless of whether the license was accessed by a User or not. If an individual ceases to be an employee or contractor of Customer during the License

Adobe Contract Number: 00849231

Term or no longer needs to use a Product or Service, and Customer de-installs the Product or Service from the Computer of that employee or contractor, a different employee or contractor may then use a new unique identifier without being deemed an additional User.

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

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

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

Adobe Products and Services	Unit Price
Captivate	\$22.00
Adobe Sign for enterprise Education	\$330.00

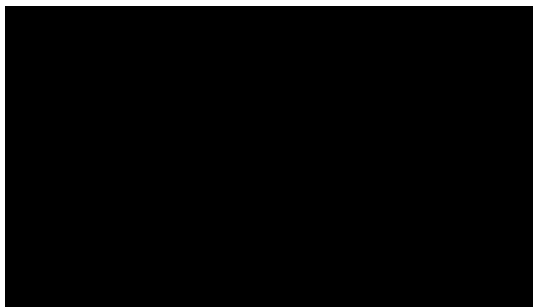
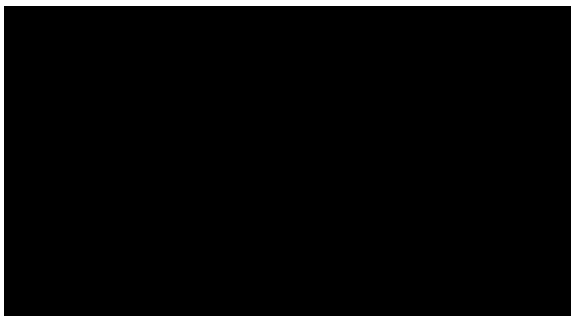
- Customer is entering into an agreement for a time period greater than the confines of Customer’s fiscal year. Customer represents that as of the date of this Sales Order, funds sufficient to pay immediate financial obligations under this Sales Order have been allocated and are available. The Parties acknowledge that Customer is a publicly funded entity and Customer’s on-going financial obligations in this Sales Order are subject to allocation of funds by the legislative body of Customer’s State. If, through no action initiated by Customer, the legislative body of Customer’s State does not appropriate sufficient funds allowing for the continuation of this Sales Order for Year Two and Year Three of the License Term and Customer reasonably and in good faith determines that there are no funds from other sources to continue, then Customer may terminate this Sales Order upon not less than thirty (30) days written notice to Adobe prior to 29 May 2022.

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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

UNIVERSITY OF NORTH TEXAS SYSTEM
1155 UNION CIR #311277, DENTON, TX 76203-5017
UNITED STATES



05/20/2021

5/18/2021

Date

Date

North America

End User : 20652247	Bill-To: 0001445236	Deploy-To :
UNIVERSITY OF NORTH TEXAS SYSTEM Address: 1155 UNION CIR #311277 DENTON, TX, 76203-5017 UNITED STATES	DELL MARKETING LP P.O. BOX 149257 AUSTIN, TX, 78714-4927 , UNITED STATES	UNIV. OF NORTH TEXAS 1155 UNION CIR #311277 DENTON, TX, 76203 UNITED STATES
	Invoicing Contact Name: Contact dell_snp_amer_vendors@dell.com Email:	Customer Admin Name: Angelique Alexander Contact angelique.alexander@untsystem.edu Email:

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

Exhibit A

SOFTWARE AGREEMENT ADDENDUM

The following terms and conditions are incorporated into and form a part of the Agreement between The University of North Texas System (“University”) and Adobe Inc. (“Service Provider”). In the event of a conflict between a term in the Agreement and a term in this Addendum, the term in this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

1. Tax Exempt. University is exempt from the payment of taxes and will provide documentation confirming its tax-exempt status.
2. Governing Law. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas.
3. Breach of Contract Claims Against University. Chapter 2260 of the Texas Gov’t Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov’t Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against University that cannot be resolved in the ordinary course of business.
4. Israel Non-Boycott Verification. If the Agreement is subject to Texas Gov’t Code Section 2271.002, Service Provider hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.
5. Public Information. University shall release information to the extent required by the Texas Public Information Act and other applicable law. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement. Further, Service Provider agrees (1) to preserve contracting information for the duration of the contract; (2) to promptly provide contracting information to University when requested during the duration of the contract; and (3) upon completion of the contract to provide, at no cost, all contracting information to University.
6. Required Posting of Contracts on Website. Service Provider acknowledges and agrees that University is required by Section 2261.253 of the Texas Gov’t Code to post a copy of each contract it enters into for the purchase of goods or services from a private vendor on its Internet website with proper redaction.
7. Limitations. University is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on University property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney’s fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations, as applicable, will not be binding on University, except to the extent not prohibited by the Constitution and the laws of the State of Texas.
8. Use of University marks. Service Provider will not use the name or logo of University in any advertising or promotional material except with the prior review, approval, and express written permission of the University, which shall not be unreasonably withheld.