

## ADOBE® VOLUME LICENSING CUMULATIVE LICENSING PROGRAM EDUCATION MEMBERSHIP

This Cumulative Licensing Program Education Membership Agreement (“Agreement”) is effective as of either the date last signed below or, if Member enrolls online, the date accepted by Adobe (the “Effective Date”) and entered into between ADOBE SYSTEMS INCORPORATED, a Delaware corporation having a place of business at 345 Park Avenue, San Jose, CA 95110-2704 (“Adobe Systems”) if the Agreement is entered into while Member is in the United States, Canada or Mexico, and, otherwise, ADOBE SYSTEMS SOFTWARE IRELAND LIMITED a company incorporated in Ireland and having a place of business at 4-6 Riverwalk, Citywest Business Campus, Dublin 24, Ireland (“Adobe Ireland”) (both individually in their territories and collectively referred to as “Adobe”), and the entity identified in Exhibit A under “Program Applicant Information” (“Member”). Such entity, whether a Member or Self-enrolled Affiliate shall be referred to as a “Member” for the purposes of this Agreement.

### 1. Program Description.

1.1 *General.* The Cumulative Licensing Program (“CLP”) is a flexible volume licensing program offered through Adobe Volume Licensing. The CLP applies the same discount level to all of Member’s and its Affiliates’ qualified Adobe software purchases (“Software”) during the Term based on the value of the initial order. Member has no order commitment except the initial order. Member may improve its discount level as it and its Affiliates order additional Software during the Term. CLP membership begins on the Effective Date and continues through the two (2) year anniversary of the day immediately prior to the Effective Date, provided Member complies with all obligations under this Agreement (the “Term”). Notwithstanding the foregoing, either party may terminate the Agreement with or without cause on sixty (60) days prior written notice. For additional information on the CLP, refer to the current version of the CLP Program Guide (the “Program Guide”), posted in the Adobe Volume Licensing section of the Adobe website. Membership in the Education CLP is regional. Orders cannot be placed outside of the region in which the CLP membership is established.

1.2 *Software.* For a complete list of Software available through the Education CLP, along with the point values for purchases, Member shall contact its Adobe License Center (“ALC”) or reseller (the ALC, Adobe Authorized Education Reseller or reseller collectively and individually, the “Reseller” herein) or use the Adobe Discount Level Calculator available on the Adobe website. All Software point values are consistent worldwide. All use of the Software licensed under the CLP is subject to the applicable Adobe End User License Agreement (“EULA”). As such, all Software purchased under the Agreement are solely for use within Member’s own organization and all resale, sublicensing and other distribution is subject to the restrictions set forth in the applicable EULA.

1.3 *Discount Levels.* Member may improve its discount level as it and its Affiliates (defined below) continue to order Software through the CLP. Member’s discount level shall be applied to its Affiliates’ orders and the points accumulated with each Member or Affiliate order shall be added to Member’s cumulative point total. On the 14th day of each month, Adobe will review the points accumulated by Member and its Affiliates from the Effective Date to that day. If the total points equal or exceed the minimum requirement for the next discount level, then upon the 15th day of that same month, Member and its Affiliates will become eligible for the improved discount level. Resellers operate as independent distributors and are not agents or affiliates of Adobe. As a result, Member and its Affiliates are responsible for informing any Reseller of its CLP membership and applicable discount.

2. **Participation.** Program Member and its Affiliates must each be a qualified educational institution to participate in CLP.

2.1 *Education Entity.* The following is a non-exhaustive list of qualified educational institutions: (i) Accredited (by official accrediting entities) public or private primary or secondary school providing full-time instruction; (ii) Accredited public or private university or college (including community, junior or vocational college) that grants degrees requiring not less than the equivalent of two years of full-time study; (iii)

Named educational institutions approved by Adobe, only if individual named entities are approved by Adobe in writing; (iv) Hospitals that are wholly owned and operated by an otherwise qualified educational institution, where “wholly owned and operated” means the educational institution is sole owner of the hospital and the only entity exercising control over day to day operations; and (v) Higher education research laboratories that are a public institution and recognized by a national or state educational authority.

The following is a non-exhaustive list of entities that are not qualified educational institutions: (i) Non-accredited schools; (ii) Museums or libraries; (iii) Hospitals not wholly owned and operated by an otherwise qualified educational institution; (iv) Churches or religious organizations that are not accredited schools; (v) Vocational training centers or schools granting certificates for courses such as computer software training or job training that are not accredited schools or which grant degrees requiring less than the equivalent of two years of full-time study; (vi) Military schools that do not grant academic degrees; and (vii) Research laboratories not recognized by a national or state ministry overseeing education. For example, institutions recognized by other government branches are not eligible.

The above lists do not apply to Singapore, Malaysia, Philippines, Indonesia, Thailand, and Vietnam (“Southeast Asia Countries”). “Education Entity” or “Education Institution” in Southeast Asia Countries shall have the respective meanings designated by Adobe on [www.adobe.com/go/education\\_entity\\_seasia\\_edn](http://www.adobe.com/go/education_entity_seasia_edn) (or its successor web site thereto), as updated by Adobe from time to time.

*Affiliates.* “Affiliate” means an entity that has legal personality, and are related schools, colleges, and/or universities under the ownership or control of the educational institution that is the Member.

“Affiliates” include Member-listed Affiliates and Self-enrolled Affiliates. An Affiliate that participates in the CLP by ordering through a Member (a “Member-listed Affiliate”) may do so provided (i) Member must be aware of these Affiliates and list them under this Agreement and (ii) Member is responsible for Member-listed Affiliates’ compliance with the CLP terms and conditions. Member-listed Affiliates do not need to separately enroll, and may purchase under the Member’s CLP membership with the same discount level as its Member. Affiliates may also participate by becoming a “Self-enrolled Affiliate”. Self-enrolled Affiliate means any eligible Affiliate that enrolls in the CLP separately provided that (i) each such Self-enrolled Affiliate references Member’s CLP membership agreement number (“Agreement Number”) on its enrollment form and (ii) complies with this Agreement. Self-enrolled Affiliates will receive their own serial numbers, may designate their own Reseller, and choose their own Upgrade Plan payment option. All Affiliate ordering and contact information will be visible and available to Member. Members may refuse to allow an Affiliate to benefit from this Agreement and/or may terminate an Affiliate’s participation at any time during the Term. Member hereby confirms on behalf of the Affiliates that Affiliates expressly grant Member the right and authority to renew its

participation in the CLP at the time Member renews its membership in the CLP.

**2.2 Agreement and Serial Numbers.** Member will be assigned an Agreement Number, which number must be referenced on any orders. Each Self-enrolled Affiliate, if any, will receive a separate Agreement Number which will be linked to the Member Agreement Number. Each serial number references a single Software product defined by version, language, and platform, except for products available in both Macintosh® and Windows® versions for which Member will receive serial numbers for both platforms, even when only one platform is licensed. Member may use the same serial number for all validly licensed installations of given Software; new serial numbers are issued for upgrades.

**2.3 Agreement Number and Serial Numbers.** Except as stated in Section 2.2 and Section 3, Member shall not share or disclose the Agreement membership number and serial numbers to any personnel or third parties without Adobe's prior written consent. Member is responsible for Affiliates compliance with these terms. Self-enrolled Affiliates are also responsible for protecting their agreement and serial numbers.

**2.4 Licensing Website.** Adobe shall provide Member and Self-enrolled Affiliates with access to the Adobe Licensing Web Site ("LWS") (<http://licensing.adobe.com>) allowing Members access to pertinent information about their membership including expiration dates, comprehensive order details, LWS account information and Software serial numbers. The designated Program Administrator for new Members and Self-enrolled Affiliates will receive a communication containing instructions on setting up their LWS account login and password providing them access to LWS for management of their CLP membership.

### **3. Ordering and Fulfillment.**

**3.1 Ordering and Pricing.** Member and/or Affiliate shall order licenses for Software within the same calendar month that such Software is installed and/or deployed. All fees are determined by the Reseller. Adobe does not set the pricing that Member or its Affiliates are charged and Adobe cannot guarantee any particular discount. Member is free to negotiate fees directly with its Reseller. Matters such as price, delivery and payment terms must be agreed between Member and Resellers.

**3.2 Minimums.** Member's initial order must meet or exceed the minimum point value for the discount level selected on the enrollment form. If Member does not order sufficient Software within forty-five (45) days of enrollment, Adobe may terminate or suspend that Member. To reorder, Member or Affiliates must place an order of at least one point. Member and its Affiliates shall ensure that all purchases include Member's or Self-enrolled Affiliate's Agreement Number and any additional information in order for the Reseller to accept such order.

**3.3 Electronic Software Distribution (ESD) and Media.** Adobe offers ESD for selected Software to Members and Affiliates for no additional fee. Member and Affiliates may download via LWS Software for which they are currently licensed. Each license includes the right to print one hard copy version of any electronic user documentation. Member and its Affiliates are not permitted to have more media than licenses. Media and printed documentation orders do not count toward point accumulation. Unless Member or Affiliate signs and returns to Adobe a separate media duplication agreement, neither Member nor Affiliates is entitled to make additional copies of the Software media or user documentation. Member and its Affiliates may order hard media from the Reseller.

**3.4 Returns.** Member or Affiliate must request return of purchases made under the Agreement through the same Reseller that placed the original order with Adobe. Requests must be made within 30 days of the original

Software order date, and Adobe must approve all return requests before any return is valid. If the return is approved, Member's point totals will be adjusted in the next accumulated point review process. Member or Affiliate must submit a signed Letter of Destruction with each return.

### **4. Upgrade Plan.**

**4.1 General.** Member or Affiliate may pay to receive future versions of Software ("Upgrades") by purchasing an upgrade plan ("Upgrade Plan") during the Term of CLP membership. Member may purchase an Upgrade Plan for licenses acquired prior to the Effective Date of the Agreement only during the first three months of the Term. Member may purchase an Upgrade Plan for Software purchased under this Agreement at any time during the Term and such plan shall be prorated to the end of the CLP Term as further described in the Program Guide. Points are received for the value of Upgrade Plan purchases. The Upgrade Plan can be purchased for all, some, or none of any purchased Software, but the number of Upgrade Plans may not exceed the number of licenses purchased for Software. Member agrees that any and all Upgrades are for replacement of the copies of Software previously licensed to Member, and shall only be provided for such licenses for which Member purchased the Upgrade Plan. Member understands that Upgrade Plan costs are non-refundable, even if Adobe discontinues covered Software or if agreement is terminated before the two year anniversary date.

**4.2 Renewal.** Adobe will use reasonable efforts to notify Member ninety (90) days prior to expiration of the CLP Membership Term and Upgrade Plan coverage. If Member elects to make Upgrade Plan payments in two annual installments, Adobe will notify Member sixty (60) days prior the date the second annual installment payment is due. Member must renew Upgrade Plan prior to the Upgrade Plan anniversary date in order to ensure uninterrupted coverage. Renewal orders may be placed before the anniversary date but early renewal does not change the initial anniversary date.

### **5. Miscellaneous.**

**5.1 Transfer of License.** Adobe's Software EULAs may permit the transfer of Software licenses to another person or legal entity. However, Member may transfer licenses purchased pursuant to this Agreement only (i) when it becomes necessary due to mergers, acquisitions, consolidations, or divestitures or (ii) to any other existing CLP Member or TLP Software licensee so long as both the previous and new licensees complete and sign the Transfer of License form, the new licensee agrees to the terms of the EULA, and all CLP points attributable to the Software transfers to the new licensee's CLP, if applicable. Any active Upgrade Plan for a license must be transferred along with the license. Adobe reserves the right to review and reject any such transfer it deems improper in its sole discretion.

**5.2 License Compliance.** Member and its Affiliates must maintain systems and/or procedures sufficient to ensure an accurate record of the (i) number of copies of the Software that have been installed and (ii) number of named users to the Software to the extent the Software is otherwise made available to users over a proprietary network, and Member retains records of Software installation, use, and/or deployment for 2 years after the termination or expiration of the Agreement. To ensure that Member's and/or Affiliates' installation and deployment is consistent with the license entitlements, Adobe or its representatives may conduct an audit of Member's and/or Affiliates' Software installation/deployment not more than once per year on 30 days written notice. Such audit will require Member or Affiliates to provide an unedited accurate report of all Software installed by Member and/or Affiliates and all valid purchase documentation for all Software within 30 days of request and, if the audit findings demonstrate non-conformity with the Software licenses, Member or Affiliate shall purchase the

necessary licenses within 30 days of being so notified. Adobe reserves the right to conduct an onsite audit of Member or Affiliates' license deployment on ten (10) business days prior written notice during regular business hours. This section 5.2 shall survive termination or expiration of the Agreement for a period of two (2) years.

**5.3 Concurrent Use Licenses.** Members may order Concurrent Use Licenses under the Education CLP solely for use on Member owned or leased computers that are physically located at an on-campus classroom or student lab facility. Concurrent Use Licenses are subject to additional fees, and Member must use and maintain adequate verification systems to manage the Concurrent Use Licenses. The terms and conditions set forth at [www.adobe.com/aboutadobe/volumelicensing/policies](http://www.adobe.com/aboutadobe/volumelicensing/policies) ("Concurrent Use License Terms") shall apply to Concurrent Use Licenses and are hereby incorporated by reference into this Agreement. Adobe may update the Concurrent Use License Terms from time to time, but the version of the Concurrent Use License Terms published at the time of your installation of Concurrent Use License Software (or upgrade thereto) shall govern your use of such Software.

**5.4 K-12 Education Site Licenses.** K-12 Education Site Licenses may be available for some Software under the CLP, and are made available solely to Members who qualify as K-12 Education Institutions. Such Software ordered pursuant to a K-12 Education Site License are subject to the terms and conditions of this Agreement and the additional K-12 Education Site License terms and conditions that accompany the media that Member receives as part of its K-12 Education Site License order and which are hereby incorporated by reference into this Agreement ("K-12 Site License Terms"). For Member's convenience, the K-12 Site License Terms may be made available for reference at [www.adobe.com/aboutadobe/volumelicensing/policies](http://www.adobe.com/aboutadobe/volumelicensing/policies). Adobe may update the K-12 Site License Terms from time to time, but the version of the K-12 Site License Terms published at the time of your purchase shall govern your use of such Software.

**5.5 Use of Information.** Adobe may use information about Member or Affiliates for purposes of administering the CLP and for fulfilling its obligations under the Agreement. Such information may be used among Adobe entities worldwide and among ALCs and resellers worldwide. This use includes, but is not limited to, the following: (a) sharing necessary program information of any Member (or Self-enrolled Affiliate) with its Reseller, including member number (End User ID), (b) sharing information about a Member with its Affiliates, or vice-versa, (c) use of the name and contact details including, phone email address and other contact details of a Member or Affiliate designated licensing contact to send program related communications to such licensing contacts including, but not limited to, notices of upgrades, program changes, and notice of discontinuance of SKUs, and (d) allowing Members to view all program and order information for all of its Affiliates. Affiliate members will only have access to information for orders placed by that Affiliate.

**5.6 Governing Law and Venue.** If Member is a resident of United States, Canada or Mexico, this Agreement shall be governed by the laws of the State of California. Notwithstanding the foregoing, in the event that Member is a state or local government entity and Member is unable to agree to have this Agreement be governed by and interpreted in all respects by the laws of the State of California without having violated any applicable laws, then this Agreement shall be governed by and interpreted in all respects by the applicable state's laws. If Member is a resident of Japan, this Agreement shall be governed by the laws of Japan. If Member is a resident of a member state of the Association of Southeast Asian Nations (ASEAN), mainland China, Hong Kong S.A.R., Macau S.A.R., Taiwan R.O.C, or the Republic of Korea, this Agreement shall be governed by and interpreted in all respects by the laws of Singapore. If

Member is a resident of Australia, New Zealand, India or Sri Lanka, this Agreement shall be governed by and interpreted in all respects by the laws of England and Wales. If Member is a resident of Germany, this Agreement shall be governed by the laws of Germany. If Member is a resident of France, this Agreement shall be governed by the laws of France. If Member is a resident of any other country, this Agreement shall be governed by the laws of the Republic of Ireland. In all instances, conflict of laws principles shall not apply.

If Member is a resident of the United States, Canada or Mexico, all disputes arising under this Agreement will be brought in Superior Court of the State of California or the Federal District Court of San Jose in Santa Clara County, as permitted by law. If Member is a resident of Japan, all disputes arising under this Agreement will be brought in Tokyo District Court in Japan. If Member is a resident of Germany, all disputes arising under this Agreement will be brought in the courts of Frankfurt in Germany. If Member is a resident of France, all disputes arising under this Agreement will be brought in the Tribunal of Paris in France. If Member is a resident of Australia, New Zealand, India or Sri Lanka, all disputes arising under this Agreement will be brought in the Courts of London, England. If Member is a resident of a member state of the Association of Southeast Asian Nations (ASEAN), mainland China, Hong Kong S.A.R., Macau S.A.R., Taiwan R.O.C, or the Republic of Korea, all disputes arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, will be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Centre (SIAC) for the time being in force which rules are deemed to be incorporated by reference to this section. The tribunal shall consist of one (1) arbitrator jointly selected by both parties. If the arbitrator is not selected within thirty (30) days of the written demand by a party to submit to arbitration, the Chairman of the SIAC shall make the selection. The arbitration will be conducted in the English language, provided that any witness whose native language is not English may give testimony in his or her native language, with simultaneous translation into English (at the expense of the party presenting any such witness). Judgment upon the award rendered may be entered and shall be enforceable in any court of competent jurisdiction having jurisdiction over the parties. If Member is a resident of any other country, all disputes arising under this Agreement will be brought in the Courts of Ireland in Dublin, Ireland.

Notwithstanding any provision in this Agreement, either party to this Agreement may request any judicial, administrative, or other authority in any other jurisdiction to order any provisional or conservatory measure, including injunctive relief, specific performance, or other equitable relief, prior to the institution of the legal or arbitration proceeding, or during the proceeding, for the preservation of its rights and interests or to enforce specific terms that are suitable for provisional remedies.

**5.7 General.** No modification will be valid or binding unless in writing and signed by the parties. The parties are independent contractors, and this Agreement will not be construed to imply that either party is the agent, or venturer of the other. If any provision is held unenforceable, this Agreement will continue in full force and effect without said provision and will be interpreted to reflect the parties' original intent. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. Member may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Adobe, and any prohibited assignment will be null and void. This Agreement will be binding upon and will inure to the benefit of any permitted successors or assignees. This Agreement represents the entire agreement between the parties on the subject matter of this Agreement.