



# Adobe Sales Order

**Partner** TBC  
**Customer** Jisc Services Limited  
**Agreement Number** DR2244206  
**Currency** GBP

**Adobe Systems Software Ireland Limited**  
**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>.

Line Number	SKU	Product Description	Billing Cycle	Quantity	Unit Of Measure	License Term Start Date	License Term End Date	Maximum End User Unit Price	Maximum End User Total Fees
01	65290662	All Apps for Higher EDU Students	Advance   Annually - In	1000	Each USER Per Year	14 August 2019	13 August 2022	Set by Adobe Partner	Set by Adobe Partner
02	65290663	All Apps for Higher EDU Students	Advance   Annually - In	500	Each USER Per Year	14 August 2019	13 August 2022	Set by Adobe Partner	Set by Adobe Partner
03	65293310	All Apps for K-12	Advance   Annually - In	250	Each USER Per Year	14 August 2019	13 August 2022	Set by Adobe Partner	Set by Adobe Partner

<b>Creative Cloud, Document Cloud and Software:</b>	Set by Adobe Partner
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01-02-03 All Apps for Higher EDU Students & All Apps for K-12:  
 This product has both On-premise Software and access to On-demand Services.

Line Number 03 This line number is restricted for use by further education and sixth colleges only in the UK and Ireland offering courses or programmes with a duration of three years or less. For clarity universities may not license this Line Number.

## Summary of Fees

<b>Total Sales Order Fees:</b>	Set by Adobe Partner
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	Rest of World
Year One Fees	Set by Adobe Partner

	Rest of World
Year Two Fees	Set by Adobe Partner
Year Three Fees	Set by Adobe Partner
<b>TOTAL</b>	Set by Adobe Partner

## Sales Order Terms and Conditions

### 1. The Agreement

- 1.1 This agreement (“Agreement”) consists of (A) this Sales Order, and (B) the parts of the Adobe Enterprise Licensing Terms available at <http://www.adobe.com/uk/legal/terms/enterprise-licensing.html> consisting of the General Terms and the applicable Product Specific Licensing Terms. The terms of this Sales Order take precedence over any conflicting terms in the Adobe Enterprise License Terms.
- 1.2 Capitalized terms used in this Sales Order have the meanings set out in the Adobe Enterprise Licensing Terms, unless otherwise specified in this Sales Order.
- 1.3 Customer is a not-for-profit, professional IT services organization with charitable status and Adobe and Customer intend to conclude this Agreement in order to aggregate orders for Adobe Products and Services from specific UK and Irish Educational Institutions as further described at Exhibit B under the name of Jisc pursuant to the terms and conditions further outlined below. For the avoidance of doubt Customer is not entitled to use the Adobe Products and Services for its own internal use and benefit, or for any commercial use, distribution or resale.

### 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 14 August 2019 (unless countersigned by Adobe).

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 solely responsible for setting the terms of payment with Customer (including but not limited to when payments by Customer are due to Adobe Partner).

Adobe Partner Name:  
 Adobe Partner Address:

- 3. Customer will consolidate all orders on behalf of Participants for Enterprise Products and Services in the Products and Pricing Detail Section and submit to Adobe Partner upon the 09 August 2019. Following such date Customer will submit to Adobe Partner a report showing the quantity and description of Products and Services ordered per the reporting format stipulated by Adobe at Appendix 1, broken out by individual Participant, for the Student licensing option, (each a “Report”) via email address or other contact details to be provided by Adobe Partner. Minimum initial order threshold at the 14<sup>th</sup> August 2019 for Customer is £75,000 GBP (maximum end user price).
- 4. Following the Effective Date, new Participants may enter into the Agreement on the dates outlined in the table below, and Exhibit B of this Agreement, by executing a Participation Agreement, with the annual per Unit fees (pro-rated if applicable) as agreed with Adobe Partner and thereafter for 12 month periods during the License Term. Reports should be submitted by Customer not later than two weeks after the Effective Date and entry points stipulated in the table below.

#### Entry Point

14 <sup>th</sup> August 2019
14 November 2019 (pro-rata pricing not applicable to this entry point)
14 February 2020 (pro rata pricing applies for 6 months)

14 August 2020  
 14 February 2021 (pro- rata pricing applies for 6 months)  
 14 August 2021  
 14 February 2020 (pro rata pricing applies for 6 months)

## 5. Definitions.

- 5.1 **“Education Eligibility Criteria”** means the eligibility criteria for Adobe’s education programs described at <http://www.adobe.com/education/administrators/how-to-buy-eligibility.edu.html>
- 5.2 **“Enterprise”** means all Participant entities within Customer’s enterprise that meet the Education Eligibility Criteria, and have executed a Participation Agreement.
- 5.3 **“Student”** means an individual enrolled in an Education Entity on a government recognized program of Participant excluding the following persons who are not eligible to use Products licensed under this Sales Order: correspondence and long-distance learning students, alumni, conference attendees and visitors,).
- 5.4 **“User”** means a Student, as indicated in the product table that starts on Page 1) who is given a unique identifier for logging in and using the Products and Services. The unique identifier must not be shared with anyone else.
- 5.5 **Participation Agreement** means the form of participation letter attached hereto at Exhibit A which all eligible Participants must execute prior to participation in the Agreement. Customer agrees to procure a legally authorized representative signature from eligible Participants as a condition precedent to placing any orders with Adobe Partner relating to that Participant. Customer agrees to maintain and provide Adobe, upon written request, with signed copies of the participation agreements (such obligation will survive for a period of 2 years following termination or expiry of the ETLA). For the avoidance of doubt Participants are legally responsible to Adobe for their own acts and omissions arising out of or in connection with the Enterprise License Terms and with respect to this Agreement.
- 5.6 **Participant (s)** means universities and further education colleges located in the United Kingdom and Ireland, each of whose primary purpose is teaching or research, and provided such participants meet the Education Eligibility Criteria , as may be updated by Customer and Adobe from time to time by mutual agreement in writing.

## 6. Student Licensing Grant

### 6.1

- (A) Customer/Participant shall have the right (using the licensing console) to permit Students to deploy the quantity of Products and Services specified within the Products and Pricing Details on Student-owned personal Computers during the License Term, subject to the terms set out in this Agreement. Licenses must be centrally managed by Participants using the licensing console accompanying the Products and Services.
- (A) Customer/Participant 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](http://www.adobe.com/go/trueup) . Such reports are due to Adobe 14 days prior to the second and third anniversaries of the Start Date of the License Term.
- (B) Customer/Participant will be billed in arrears 50% of the True up Fee for each additional deployment identified in the report and must pay 100% of the True-up Fee for each year (if any) remaining under this Sales Order, subject to section 6.1 (D) True -Down. In the event that that True-Down rights apply under section 6.1(D) , then for each additional deployment identified in the report the Customer will be billed in arrears 150% of the True-up Fees.
- (C) True-up Fees for additional license purchases under this section are shown in the following table:

Adobe Products and Services	Unit Price
All Apps for Higher EDU Students	Set by Adobe Partner
All Apps for Higher EDU Students	Set by Adobe Partner
All Apps for K-12	Set by Adobe Partner

(D) **True- Down.** “Deployment Count” means the total number of copies of each of the Products and Services that is deployed by Customer/Participant based on each of the license metrics set out in this Sales Order.

If Customer’s Deployment Count decreases or Customer otherwise determines that they require a lower quantity of licenses in the next year then, Customer may request a reduction of the number of licenses for the next year based on its then-current Deployment Count subject to the following:

- i) Customer will advise Adobe of the proposed reduction at least ninety days prior to the anniversary date;

The number of licenses for the Products and Services can be reduced but cannot be reduced below the quantities set forth in the Products and Services Pricing Details (“Minimum Number of Licenses”), and Customer must continue paying the annual fees based on the Minimum Number of Licenses. Customer will not be entitled to any refunds or credits for pre-paid annual fees for the previous year; In addition, Customer must ensure that all additional copies of the On-premise Software are uninstalled;

If Customer deploys any additional licenses during the year, Customer must report any additional deployments in its next deployment report submitted under the terms of this Sales Order.

- 7. Customer will ensure that Participants are aware of all the terms and conditions of this Agreement. Any request by Participant to enable usage by any Affiliate, subsidiary, division or other separable component of Participant that it divests, shall be subject to separate written approval by Adobe.
- 8. At the end of the License Term, unless renewed by a mutually executed document under mutually agreed terms and conditions, the Enterprise term license described in this Sales Order will no longer apply and will automatically expire, and the Products and Services ( to the extent Customer /Participants has downloaded any On-Premise Software on its Computers ) licensed under this Sales Order must be deleted from Participant computers and systems, and Participant must provide Adobe with a signed letter of destruction upon written request .
- 9. Customer agrees to maintain complete and accurate records (in accordance with generally accepted accounting principles) relating to its activities under the Agreement and to retain such records for two years after termination of the Agreement. At Adobe’s request, Customer will report to Adobe regarding its activities for the preceding month. In addition, Customer shall promptly supply Adobe with copies of information and documentation relating to Customer’s activities hereunder as reasonably requested by Adobe. Adobe shall have the right during the term of the Agreement and for two years thereafter, at any time upon ten (10) days notice, to cause an audit and/or inspection to be made of Customer’s records and premises in order to verify reports (regarding quantities of licenses provided to Participants and Student numbers provided by Participants) submitted by Customer and/or Customer’s compliance with the terms of the Agreement. Any such audit shall be conducted by Adobe’s internal auditor or an independent auditor selected by Adobe.

**10. LIMITATION OF DAMAGES**

- 10.1 Nothing in this Agreement shall limit or exclude either party’s liability for (i) death or personal injury resulting from a party’s negligence, (ii) fraudulent misrepresentation or (iii) loss or damage for which liability cannot be excluded or limited by law.
- 10.2 Subject to section 10.1 above, in no event is either Party liable for any of the following arising out of or concerning this Agreement, however caused: loss of revenue; loss of actual or anticipated profits (including loss of profits on contracts); loss of the use of money; loss of anticipated savings; loss of business; loss of operating time or loss of use; loss of opportunity; loss of goodwill; loss or reputation; loss of, damage to or

corruption of data; or any indirect or consequential damages.

10.3 Subject to sections 10.1 and 10.2 above, 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 that must be paid by Customer under this Agreement to Partner during the 12 months before the initial Claim.

10.4 Sections 10.2 and 10.3 (Limitation of Liability) of these General Terms:

(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 any confidentiality provisions of this Agreement, 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.

**11. Relationship.** The parties to this Agreement are independent contractors. No relationship of principal to agent, master or servant, employer to employee or franchiser to franchisee is established hereby between the parties. Neither party has the authority to bind the other or incur any obligation on behalf of the other.

**12. Governing Law and Legal Venue.** This Agreement shall be governed in all respects by the laws of England and Wales, excluding its conflicts of laws provisions. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. All disputes arising under this Agreement shall be brought exclusively in the Courts in London, England.

**13. Notification.** Adobe will use commercially reasonable endeavours to give Customer at least six months advance notice prior to discontinuing a product/service, where practicable.

DRAFT

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 Systems Software Ireland Limited**  
4-6 Riverwalk, Citywest Business Campus,  
Saggart, Dublin 24, Ireland

**Jisc**  
One Castlepark Tower Hill,  
Bristol, England BS2 0JA, GB

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Seal: \_\_\_\_\_

*(If Customer is in possession of an official seal and it is customary in Customer's country for contracts to be sealed.)*

Purchase Order Number:  
ECC ID Number:

**Rest of World**

End User	Bill-To	Deploy To
<b>Jisc Services Limited</b> One Castlepark Tower Hill Bristol, England BS2 0JA GB	<b>TBC</b>	<b>Jisc Services Limited</b> One Castlepark Tower Hill Bristol, England BS2 0JA GB
	Invoicing Contact Name: Contact Email: <a href="#">TBC</a>	Customer Admin Name: Howard D. Moody Contact Email: <a href="mailto:howard.moody@jisc.ac.uk">howard.moody@jisc.ac.uk</a>

**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: <a href="mailto:rgcordus@adobe.com">rgcordus@adobe.com</a>	FAX signed agreement to: FAX: (801) 437-2883

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

Exhibit A – PARTICIPATION AGREEMENT

Adobe Systems Software Ireland Limited

4-6 Riverwalk

Citywest Business Park

Dublin 24

DATE :

To Whom It May Concern:

Reference is made to the Adobe Enterprise Term License Agreement between Jisc with an address at One Castlepark Tower Hill, Bristol, England BS2 0JA, GB (“ Customer ”) and Adobe Systems Software Ireland Limited (“Adobe”) with Adobe Agreement Number 00746378 (the “Master Agreement”) . Participant confirms that it is a Participant of Customer (hereafter “Participant”) and desires to be bound by the Master Agreement, as if it were the Customer. Unless otherwise defined in this Participation Agreement, all capitalized and defined terms in this Participation Agreement shall have the meaning ascribed to them in the Master Agreement.

NOW THEREFORE, in consideration of the promises and covenants contained in this Participation Agreement, Participant agrees as follows:

Line Number	Adobe SKU	Product Description	Annual Fees (€)	Unit
1.				
2.				
3.				
4.				
5.				
		<b>Total License Term Fees (Annual Instalment Fee X Number of Years Left Remaining in License Term):</b>		

**Agreement to be bound.** By executing this Participation Agreement, Participant agrees to perform the obligations and comply with the restrictions set forth in this Participation Agreement and the Master Agreement as though it is the Customer, except with respect to the pricing and payment obligations which are the responsibility of Customer and Adobe Partner. In particular Participant agrees to be bound and comply with the Adobe Enterprise Licensing Terms, governing the use of the Product(s), and available here: <http://www.adobe.com/uk/legal/terms/enterprise-licensing.html> . The components of the Enterprise License terms consist of the General Terms and the Product Specific License Term (“PSLT”) for Adobe Creative Cloud and Adobe Document Cloud. The Enterprise Support Services are described at:



<https://helpx.adobe.com/support/programs/support-policies-terms-conditions.html>. The terms of the Master Agreement take precedence over any conflicting terms in the Adobe Enterprise License Terms.

The undersigned acknowledges and agrees that this Participation Agreement does not confer on it any benefits (including but not limited to warranty, or indemnification) other than those explicitly stated in the Master Agreement as applicable to Customer.

Participant confirms that it is purchasing student licensing subject to and in accordance with the terms of Master Agreement.

Participant will ensure that its participating Students are aware of and comply with the terms and conditions of the Master Agreement including the Enterprise License Terms. Participant will be liable to Adobe for all actions and inactions of its Students arising out of or in relation to this Participation Agreement.

**Date of Entry for Participation:**


Participant may permit the deployment of the quantity of Products and Services identified in the Products and Services Pricing Details for use by its Students. A Student is permitted to deploy the Products and Services on a Student owned personal 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. Participant must manage the allocation of Student licenses through the licensing console provided with the Products and Services. Participant must report any deployment of the Products and Services in excess of the quantities previously purchased by each Participant using the form found at [www.adobe.com/go/trueup](http://www.adobe.com/go/trueup). Such reports are due to Customer 14 days prior to each anniversary of the start date of the License Term. Participant will be billed in arrears 50% of the True up Fee for each additional deployment identified in the report and must pay 100% of the True-up Fee for each year (if any) remaining under this Sales Order, subject to True -Down terms provided below. In the event that that True-Down rights apply , then for each additional deployment identified in the report the Participant will be billed in arrears 150% of the True-up Fees.

Adobe Products and Services	Unit Price
All Apps for Higher EDU Students – Pack of 1,000	
All Apps for Higher EDU Students – Pack of 500	
All Apps for K-12 – Pack of 250	

**True- Down.** “Deployment Count” means the total number of copies of each of the Products and Services that is deployed by Participant based on each of the licence metrics set out in this Participation Agreement.

If Participant’s Deployment Count decreases or Participant otherwise determines that they require a lower quantity of licences in the next year then Participant may request a reduction in the number of licences for the next year based on its then-current Deployment Count subject to the following:

- ii) Participant will advise Customer of the proposed reduction at least ninety days prior to the anniversary date;

The number of licences for the Products and Services can be reduced but cannot be reduced below the quantities set forth in the Products and Services Pricing Details (“Minimum Number of Licences”), and Participant must continue paying the annual fees based on the Minimum Number of Licences; Participant will not be entitled to any refunds or credits for pre-paid annual fees for the previous year; and Participant must ensure that all additional copies of the On-premise Software are uninstalled;

If Participant deploys any additional licences during the year, Participant must report any additional deployments in its next deployment report submitted under the terms of this Participation Agreement.

Participant agrees and accepts that any liability, loss, damage, costs and expenses incurred by Adobe which is caused by any negligent act or omission or wilful misconduct on the part of Participant and its Students shall entitle Adobe to institute and maintain legal proceedings directly against Participant for compensation, damages and all other remedies of whatsoever nature in respect thereof.

The undersigned acknowledges and agrees that this Participation Agreement will automatically expire with the expiry of the Master Agreement without further notice.

The signature below of our authorized representative signifies our agreement to the terms of this binding Participation Agreement.

Yours faithfully

Adobe Systems Software Ireland Limited

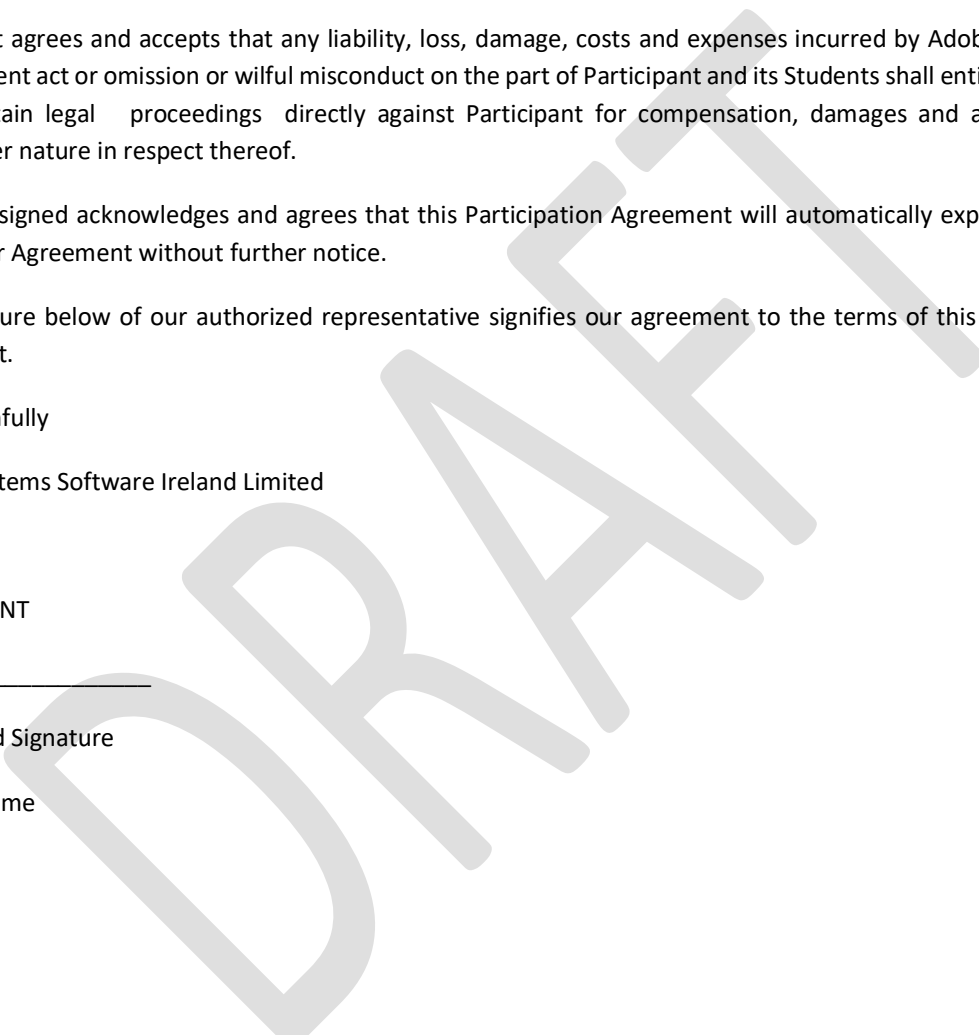
PARTICIPANT

\_\_\_\_\_

Authorised Signature

Printed Name

Title



**APPENDIX 1**

**Report**

Submit original Report to Adobe per the information below.

**Agreement Number:**

**Customer Name:** Jisc

**Participant Name:** \_\_\_\_\_

**Agreement Effective Date:**

**Date of Deployment Count/Participation:**

Report Current Deployment

Enter the current total number of Product installations and deployments being reported for each Participant broken out by Products as further detailed below.

**Adobe Products**

- 1) Creative Cloud Desktop products Creative Cloud for Enterprise (full)

**Current Total:** \_\_\_\_\_

**By signing below, you certify that the above information is correct.**

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date

**Submit completed report to:**