



Adobe Sales Order

Partner DELL GLOBAL B.V. (SINGAPORE BRANCH)
Customer STEPHEN F AUSTIN STATE UNIV
Deal Registration ID DR2751163
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	65290889	Adobe Sign for enterprise	Advance Annually - In	5,000.00	Each Transaction Per Year	5 October 2020	4 October 2023	0.00	0.00

- 01 Adobe Sign for enterprise:
 Each twelve-month period during the License Term constitutes one "Year". For the initial Year, the "Transaction Limit" is set as the Quantity of Transactions set forth in the table above. For each Year thereafter, the "Transaction Limit" will be set as the greater of (i) the prior Year's Transaction Limit or (ii) the actual number of Transactions processed by Customer during the prior Year. Each Year, Customer may process Transactions up to the applicable Transaction Limit. Unused Transactions expire at the end of each Year and do not carry over to the next Year. If Customer exceeds the Transaction Limit as tracked and recorded within the On-demand Service administrative console, Adobe will issue a quote to Customer (or reseller, if applicable) for the overage amount and Customer will submit a corresponding purchase order to Adobe (or reseller, if applicable) to facilitate an invoice from Adobe. Adobe will invoice Customer for the excess number of Transactions at a rate of \$3.50 per Transaction. For example, in Year one, Customer's Transaction Limit is 100 Transactions, but Customer processed 250 Transactions. For Year two, Customer's new Transaction Limit is 250 Transactions (instead of 100), and Adobe will invoice Customer for 250 Transactions for Year two as well as for the excess 150 Transactions processed in Year one. The dates set forth in the pricing table represent the best estimate of the License Term Start Date and License Term End Date, but Adobe will adjust such dates based on the actual delivery date of login credentials to access the Service.

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	65293239	Acrobat Pro DC	Advance Annually - In	500.00	Each USER Per Year	5 October 2020	4 October 2023	50.00	75,000.00
03	65290663	All Apps for Higher EDU Students	Advance Annually - In	700.00	Each USER Per Year	5 October 2020	4 October 2023	90.00	189,000.00
04	65290667	All Apps HED Faculty/Staff	Advance Annually - In	250.00	Each USER Per Year	5 October 2020	4 October 2023	95.00	71,250.00
05	65297410	Shared Device License HED	Advance Annually - In	200.00	Each COMPUTER Per Year	5 October 2020	4 October 2023	95.00	57,000.00

02 Acrobat Pro DC:

This product has both On-premise Software and access to On-demand Services.

03 All Apps for Higher EDU Students:
This product has both On-premise Software and access to On-demand Services.

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

05 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

	End User Fees
Year One Fees	130,750.00
Year Two Fees	130,750.00
Year Three Fees	130,750.00
TOTAL	392,250.00

Sales Order Terms and Conditions

- All Products and Services are provided under the following: (A) This Sales Order; (B) 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; and, (C) The Standard Contract Addendum attached hereto as EXHIBIT A (collectively, the "Agreement").
- 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 31 October 2020 (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 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
- The following capitalized terms are defined as follows:
 - "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.
 - "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).
 - "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. 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. If an individual ceases to be an employee or contractor of Customer during the License 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. 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 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. True-up fees for the purchase of additional licenses will be:

Adobe Products and Services	Unit Price
Acrobat Pro DC	50.00
All Apps HED Faculty/Staff	95.00
Shared Device License HED	95.00

6. 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	90.00

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

STEPHEN F AUSTIN STATE UNIV
1936 NORTH ST, NACOGDOCHES, TX 75962-0001
UNITED STATES

Garrett Holbrook
Garrett Holbrook (Oct 21, 2020 16:26 MDT)

Authorized Signature

Garrett Holbrook

Print Name

Director Technical Revenue Ops

Title

Oct 21, 2020

Date

[Signature]

Authorized Signature

SCOTT GORDON

Print Name

PRESIDENT

Title

10/20/2020

Date

North America

End User : 23186586	Bill-To: 0001445236	Deploy-To :
STEPHEN F AUSTIN STATE UNIV Address: 1936 NORTH ST NACOGDOCHES, TX, 75962-0001 UNITED STATES	DELL MARKETING LP P.O. BOX 149257 AUSTIN, TX. 78714-4927 , UNITED STATES	STEPHEN F AUSTIN STATE UNIV 1936 NORTH ST NACOGDOCHES, TX, 75962-0001 UNITED STATES
	Invoicing Contact Name: Contact dell_snp_amer_vendors@dell.com	Customer Admin Name: Anthony Espinoza Contact Anthony.Espinoza@sfasu.edu

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 STANDARD CONTRACT ADDENDUM

This Standard Contract Addendum ("Addendum") is between Stephen F. Austin State University ("University") and Adobe, Inc, hereinafter referred to as "Adobe" or "Contracting Party" and is incorporated by reference into the attached Agreement and all addendums, attachments, and exhibits thereto, numbered DR2751163, between University and Adobe (the "Agreement"). Notwithstanding anything in the Agreement to the contrary, if there is any conflict or contradiction between the provisions of the Agreement and those in this Addendum, this Addendum will control and supersede all conflicting provisions, and Adobe waives any claim to the contrary.

1. Representations and Warranties by Contracting Party. Contracting Party represents and warrants it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contracting Party has been duly authorized to act for and bind Contracting Party.
2. Tax Certification. If Contracting Party is a taxable entity as defined by Chapter 171, *Texas Tax Code* ("Chapter 171"), then Contracting Party certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Contracting Party is exempt from the payment of those taxes, or that Contracting Party is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
3. Tax Exemption. University is exempt from the payment of all State Sales Taxes under Chapter 151, Section 151.309(e) of the Texas Tax Code and will provide necessary documentation confirming its tax-exempt status.
4. Reserved.
5. Insurance. University is insured for general liability insurance under a statewide program managed by the Texas State Office of Risk Management. Such insurance will satisfy any University insurance obligations in this Agreement, regardless of the type of coverage required. For the entire term of this Agreement ("Term"), Contracting Party insurance terms are below:

ADOBE INSURANCE

While performing services during the Agreement term, Adobe will maintain, pay for and keep in force the following insurance with a company or companies having A.M. Best ratings of not less than A- VII:

Statutory Workers' Compensation covering applicable state and local requirements, employer's liability with a limit of USD \$1,000,000 for claims arising from each accident and a waiver of subrogation in favor of Customer, its officers, directors and employees when loss or damage is a direct result of Adobe;

Commercial General/Public Liability, written on an occurrence basis, including coverage for completed operations, products liability, personal injury, advertising injury, independent contractors and contractual liability, with a limit of USD \$1,000,000 per occurrence and USD \$2,000,000 annual aggregate. A waiver of subrogation shall apply in favor of Customer, its officers, directors and employees when loss or damage is a direct result of Adobe;

Business Automobile Liability, If applicable, covering Adobe owned/leased/borrowed vehicles operated by Adobe while on Customer's property and used pursuant to Adobe's performance of this Agreement with a combined single limit of USD \$1,000,000 per occurrence/aggregate;

Technology based Professional Liability (errors & omissions) and Computer/Network Security & Privacy Liability (aka cyber) with a limit of USD \$5,000,000 per claim and in aggregate providing coverage for Adobe's errors, omissions, negligence or damages in rendering or failing to render computer or information technology services and technology products and/or from (a) data theft and/or loss, (b) unauthorized dissemination and/or unauthorized disclosure and/or unauthorized access or use of non-public personally identifiable information, confidential non-public corporate information, (c) credit monitoring, notification expenses, and other related costs associated with mitigating a data security or privacy breach, (d) the failure to prevent the introduction of a computer virus into, or otherwise causing damage to Customer's computer, computer system, network or similar computer-related property and the electronic data used thereon, and (e) denial of service arising from Adobe's performance of services under the Agreement;

Crime/Employee Dishonesty insurance with a limit of USD \$2,000,000 per loss discovered protecting against liabilities arising out of the dishonesty of Adobe's employees or for the loss of Customer's tangible assets, or that of their customers, when such tangible assets are in the sole care, custody or control of Adobe;

Umbrella Liability insurance with a limit of USD \$2,000,000 per occurrence/aggregate in excess of the insurance coverage described in subsections on Statutory Worker's Compensation; Commercial, General/Public Liability and Business Automobile Liability above;

Other:

- a. Adobe will include Customer, its directors, officers, and employees as additional insureds with respect to the commercial general liability coverage when loss or damage is a direct result of Adobe.
- b. Adobe will furnish ACORD certificates of insurance and copies of blanket endorsements evidencing the required coverages above upon Customer's written request.
- c. Adobe will endeavor to provide Customer thirty (30) days written notice of cancellation by the insurer of any policy of insurance required herein.
- d. The maintenance of the insurance required herein will not relieve Adobe of any other obligations under this Agreement.

6. Reserved.

7. Accessibility. Adobe is committed to promoting and improving the accessibility of its products (i) in accordance with Section 508 of the Rehabilitation Act of 1973, and (ii) as recommended by the Web Content Accessibility Guidelines 2.1 AA (available at <http://w3.org/TR/WCAG21>), as published by the Web Accessibility Initiative of the World Wide Web Consortium. Adobe publishes its corporate accessibility policy at <http://www.adobe.com/accessibility.html>. Product accessibility assessments in the form of Accessibility Conformance Reports (ACRs) are published at <http://www.adobe.com/accessibility/compliance.html>.

If Customer encounters an accessibility issue, Customer may so notify Adobe at ContractNotifications@adobe.com. In response, Adobe will forward the information to a member of its accessibility department who will review the issue and work with the appropriate product team to prioritize and address the issue.

8. Reserved.

9. Reserved.

10. **Non-appropriation of Funds.** 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 any fiscal year, 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.
11. State Auditor's Office. Contracting Party understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), *Texas Education Code*. During the term of the Agreement, Contracting Party agrees to cooperate with the Auditor in the conduct of the audit or investigation, including providing all records related to invoicing and billing University in accordance with this Agreement that are requested.
12. **LIMITATIONS.** THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF UNIVERSITY (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON UNIVERSITY'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON UNIVERSITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.
13. Access to Public Information. Pursuant to Texas Government Code Chapter 552, (Texas Public Information Act), Contracting Party will make any information created or exchanged with University pursuant to this Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in PDF or other format that is accessible by the public at no additional charge to University. Contracting Party acknowledges that University may be required to post a copy of the fully executed Agreement on its internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.
14. Both Parties will comply with the laws applicable to its respective roles, Adobe as a data processor and University as a data controller, in connection with the performance of the Agreement
15. Publicity. Contracting Party shall not use the University's name, logo, service mark, or other likeness in any press release,

marketing materials, or other public announcement without receiving University's prior written approval.

16. Reserved.
17. Governing Law. This Agreement is governed by and will be construed in accordance with the laws of the state of Texas.
18. FERPA Compliance. To the extent applicable, Adobe will be designated as a "school official" as defined under FERPA and its implementing regulations, and Adobe agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials.
19. Contracts with Foreign Terrorist Organizations Prohibited. Pursuant to Section 2252.152, *Texas Government Code*, and to the extent applicable, Contracting Party hereby certifies that it does not do business with Iran, Sudan, or any foreign terrorist organization identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153, *Texas Government Code*.
20. Reserved.
21. Reserved.