



Adobe Sales Order

Customer FAYETTE COUNTY PUBLIC SCHOOLS
 Partner SHI INTERNATIONAL CORP
 Deal Registration ID DR3640025
 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.

BASE YEAR:

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	License Term Start Date	License Term End Date
01	65272755	Acrobat Sign for enterprise EDU Tier 3	Advance Annually - In	6,000.00	Enterprise-Wide	28 July 2023	27 July 2024

OPTION YEAR ONE:

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	License Term Start Date	License Term End Date
02	65272755	Acrobat Sign for enterprise EDU Tier 3	Advance Annually - In	6,000.00	Enterprise-Wide	28 July 2024	27 July 2025

OPTION YEAR TWO:

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	License Term Start Date	License Term End Date
03	65272755	Acrobat Sign for enterprise EDU Tier 3	Advance Annually - In	6,000.00	Enterprise-Wide	28 July 2025	27 July 2026

01, 02, 03 Acrobat Sign for enterprise EDU Tier 3:
 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.

Adobe Professional Services

Customer will be responsible for all reasonable travel expenses, hotel accommodations, and any other out of pocket expenses properly and reasonably incurred by Adobe in connection with the Services (unless otherwise provided in this Sales Order). Such expenses will be charged to Customer at cost. Adobe will provide the Professional Services on a mutually agreeable schedule but in no event sooner than the identified start date. These Professional Services terminate on the identified end date and will not renew.

BASE YEAR:

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	Start Date	End Date
04	65310027	Acrobat Sign for ent ProSvc Subs:SVCS T2	Advance Annually - In	1.00	Each Per Year	28 July 2023	27 July 2024
05	65323570	ENTERPRISE SUPPORT: ACROBAT SIGN	Advance Annually - In	1.00	Each Per Year	28 July 2023	27 July 2024

OPTION YEAR ONE:

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	Start Date	End Date
06	65310027	Acrobat Sign for ent ProSvc Subs:SVCS T2	Advance Annually - In	1.00	Each Per Year	28 July 2024	27 July 2025
07	65323570	ENTERPRISE SUPPORT: ACROBAT SIGN	Advance Annually - In	1.00	Each Per Year	28 July 2024	27 July 2025

OPTION YEAR TWO:

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	Start Date	End Date
08	65310027	Acrobat Sign for ent ProSvc Subs:SVCS T2	Advance Annually - In	1.00	Each Per Year	28 July 2025	27 July 2026
09	65323570	ENTERPRISE SUPPORT: ACROBAT SIGN	Advance Annually - In	1.00	Each Per Year	28 July 2025	27 July 2026

04, 06, 08 Acrobat Sign for ent ProSvc Subs:SVCS T2:
 Adobe Sign Professional Services Subscription includes expert advice to guide implementation, configuration, integration, administration, onboarding of use cases, and usage of Adobe Sign during the License Term. These Professional Services may include the services as described in the SOW at <https://www.adobe.com/content/dam/cc/en/legal/terms/enterprise/pdfs/SOW-ProfessionalServicesSubscription-Tiers-1-3-2022JAN27.pdf>. Customer and Adobe will jointly define the schedule for the delivery of the Professional Services defined in this SOW. In addition, Adobe and Customer will meet at mutually agreeable intervals to refine this schedule based on Customer priorities. Adobe will exercise its discretion on the most optimal set of services to support Customer’s objectives. Adobe may require up-to four business weeks to schedule the delivery of the requested services. Customer will receive the Professional Services for only one service request at a time. Adobe will perform Professional Services remotely unless stated otherwise in this Sales Order. If Customer requests that any Professional Services be delivered on-site at Customer’s premises, Customer will reimburse Adobe for any incurred travel related expenses. 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.

05, 07, 09 ENTERPRISE SUPPORT: ACROBAT SIGN:
 The Adobe support plan under this SKU will apply to the Adobe Acrobat Sign Products and Services licensed under this Sales Order, and will be provided during the regional business hours aligned with the Customer’s billing address. 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 to access the service. A description of this Adobe support plan is available at: <https://adobe.ly/enterprisesupportplan>.

Summary of Fees

	North America
Base Year Fees	115,800.00
Option Year One Fees	115,800.00
Option Year Two Fees	115,800.00
TOTAL	347,400.00

Sales Order Terms and Conditions

- All Products and Services are provided under 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 (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 28 July 2023 (unless countersigned by Adobe).
- The License Term is one 12-month base year ("Base Year"). Upon written notice, Customer may exercise its option to extend the License Term of this Agreement one year at a time for two (2) additional one (1) year option periods ("Option Year 1" and "Option Year 2" respectively). The Unit Prices and License Fees for each Option Year is shown in the Option Year and Option Year 2 Line Items in the tables above. Customer must give Partner written notice of Customer's intent to exercise each Option Year at least thirty (30) days prior to the end of the then-current License Term. Upon such notice, the Parties will enter into a written amendment hereto, memorializing such selection and any other terms as mutually agreed.
- Support Services are described at: <https://helpx.adobe.com/support/programs/support-policies-terms-conditions.html>.
- 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: SHI INTERNATIONAL CORP
 Adobe Partner Address: 290 DAVIDSON AVE
 SOMERSET NJ UNITED STATES 08873-4145
- 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://helpx.adobe.com/enterprise/using/primary-and-secondary-institution-eligibility-guidelines.html> (for primary or secondary educational institutions) or <https://helpx.adobe.com/x-productkb/policy-pricing/education-faq.html> (for postsecondary educational institutions), 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.
7. 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 6,000 and (ii) a non-binding estimate of Faculty Members and Staff Members that Customer intends to authorize as Users of the Products and Services is 6,000. 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.
8. This section governs Customer's use of any named user offering for primary and secondary ("K-12") Students ("Offering").

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

Customer may only deploy the Offering using Enterprise or Federated IDs. Use of Enterprise or Federated IDs is essential to ensuring Adobe can meet its student privacy commitments to Customer and that Adobe does not track or market to Student users. Use of Enterprise or Federated IDs also ensures Customer retains control over the applications and services available to K-12 Students and the files and data K-12 Students store. Any assignment of an individual Adobe ID to a K-12 Student nullifies any representation or warranty Adobe makes regarding the use and protection of K-12 Student data, and Customer must defend and indemnify Adobe for any Student privacy or other claims related to Customer's license deployment using an Adobe ID for the Offering. More information about ID types is available at: <https://helpx.adobe.com/enterprise/help/identity.html>.

8.2 Compliance with Law and Obligations.

(A) **FERPA Compliance.** 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.

(B) **COPPA Compliance.** If Customer is located in the United States, Customer is solely responsible for compliance with the Children's Online Privacy Protection Act of 1998 ("COPPA"), including obtaining verifiable parental consent for collection of Student personal information in the Offering for any child under the age of 13 and in any other Adobe application that Customer allows K-12 Students to access ("Parental Consent").

8.3 **Special Terms for Other Jurisdictions.** Certain other jurisdictions located around the world may have laws that require Customer to:

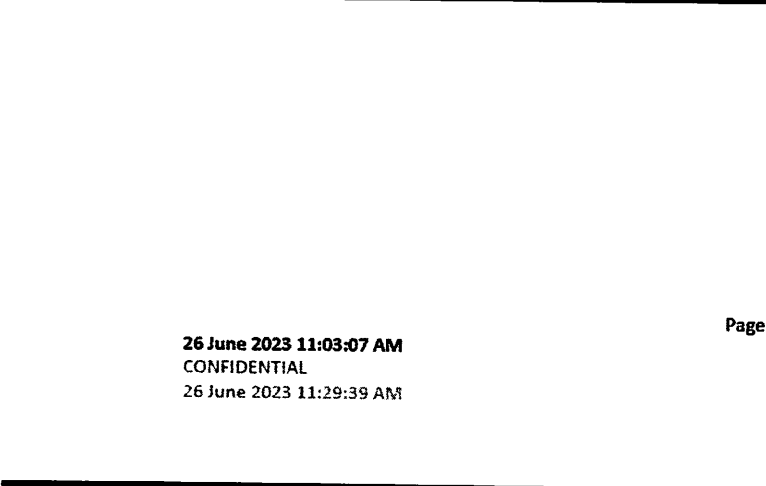
(A) provide disclosures to parents regarding the collection of Student personal information in the Offering and in any other Adobe application that Customer allows K-12 Students to access;

(B) obtain Parental Consent, including verifiable consent from parents regarding cross-border data transfers;

(C) provide disclosures to and obtain consent from parents regarding content ownership; or

(D) include a link to Adobe's Privacy Policy (<https://www.adobe.com/privacy/policy.html>) in any parent notification or consent request Customer provides.

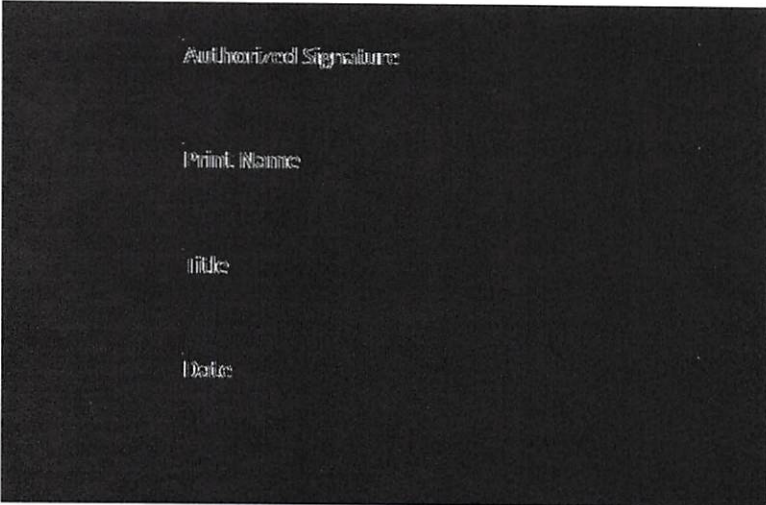
Customer is responsible for ensuring that Customer can use the Offering consistent with Customer's local laws. Information about how Adobe collects, uses, and discloses personal information collected from Students in connection with the Offering is set forth in Adobe's Privacy Policy: <https://www.adobe.com/privacy/policy.html>. Adobe is Customer's data processor and Customer is the data controller in connection with the collection of Student personal information in the Offering and in any other Adobe application that Customer allows K-12 Students to access.



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

FAYETTE COUNTY PUBLIC SCHOOLS
701 EAST MAIN STREET, LEXINGTON, KY 40502-1670
UNITED STATES



Authorized Signature

[Handwritten signature]
[Handwritten initials]
[Handwritten initials]

Print Name

Title

Date

Purchase Order Number :
ECC ID Number: 23799702

North America

End User : 23799702	Bill-To: 0000001043	Deploy-To :
FAYETTE COUNTY PUBLIC SCHOOLS Address: 701 EAST MAIN STREET LEXINGTON, KY, 40502-1670 UNITED STATES	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ, 08873-4145 , UNITED STATES	FAYETTE COUNTY PUBLIC SCHOOLS 701 EAST MAIN STREET LEXINGTON, KY, 40502-1670 UNITED STATES
	Invoicing Contact Name: Contact vendor_invoices@shi.com	Customer Admin Name: Amy Johns Contact amy.johns@fayette.kyschools.us
	Email:	Email:

Instructions for Signed Agreements:

<http://www.images.adobe.com/content/dam/acom/en/legal/terms/enterprise/pdfs/Instruction-for-Adobe-SignedAgreements-EN.pdf>