



Adobe Sales Order

Partner
Customer JISC SERVICES LIMITED
Deal Registration ID
Currency GBP

Adobe Systems Software Ireland Limited

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 | Maximum End User Unit Price | Maximum End User Total Fee |
|-------------|----------|------------------------------------|-------------------------|---|----------------------------------|-------------------------|-----------------------|-----------------------------|----------------------------|
| 01 | 65272754 | Acrobat Sign for ent Transactional | Advance Annually - In | * minimum of 500 transactions per institution = TBC Transaction | Each Transaction Per Year | 14 August 2026 | 13 August 2029 | Set By Adobe Partner | Set By Adobe Partner |

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| Adobe On-demand Services: | Set by Adobe Partner |
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01 Acrobat Sign for ent Transactional:
 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 as Set By Adobe Partner 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 (at the per Unit Price set forth in the table above) as well as for the excess 150 Transactions processed in Year one (at the per Transaction overage rate set forth in this paragraph). 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.

* The unit of measure for each Consortium Member for Sign will be reflected in the applicable Consortium Sales Order. If a Consortium Member purchases Acrobat Sign for ent Transactional (Line Number 01), then the Consortium Member must purchase a minimum quantity of 500 Transactions.

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 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 | Maximum End User Unit Price | Maximum End User Total Fees |
|-------------|----------|--|-------------------------|-------------------------|----------------------------------|-------------------------|-----------------------|-----------------------------|-----------------------------|
| 02 | 65293310 | All Apps for K-12 | Advance Annually - In | TBC | Each USER Per Year | 14 August 2026 | 13 August 2029 | Set by Adobe Partner | Set by Adobe Partner |
| 03 | 30012218 | CC All Apps Pro Plus EDU-HED Fac/Staff ("Student Offer") | Advance Annually - In | Estimated quantity: TBC | Enterprise -Wide | 14 August 2026 | 13 August 2029 | Set by Adobe Partner | Set by Adobe Partner |
| 04 | 30015773 | Adobe Acrobat Express for EDUHED Student ("Student Offer") | | TBC | Each USER Per Year | | | | |
| 05 | 30012218 | CC All Apps Pro Plus EDU-HED Fac/Staff ("FTE Only Offer") | Advance Annually - In | Estimated quantity: TBC | Enterprise -Wide | 14 August 2026 | 13 August 2029 | Set by Adobe Partner | Set by Adobe Partner |
| 06 | TBC | CC All Apps Pro Plus EDU-HEDJISC Student ("Band 1" - minimum purchase ** User up to 999 User) | Advance Annually - In | TBC | Each USER Per Year | 14 August 2026 | 13 August 2029 | Set by Adobe Partner | Set by Adobe Partner |
| 06a | 30013803 | 2,000 Credits Edu – HED Student | | | Each USER Per Year | | | | |
| 07 | TBC | CC All Apps Pro Plus EDU-HEDJISC Student ("Band 2" - 1,000 User up to 4,999 User) | Advance Annually - In | TBC | Each USER Per Year | 14 August 2026 | 13 August 2029 | Set by Adobe Partner | Set by Adobe Partner |
| 07a | 30013803 | 2,000 Credits Edu – HED Student | | | Each USER Per Year | | | | |
| 08 | TBC | CC All Apps Pro Plus EDU-HEDJISC Student ("Band 3" - Greater 5,000 User and All in Entities ***) | Advance Annually - In | TBC | Each USER Per Year | 14 August 2026 | 13 August 2029 | Set by Adobe Partner | Set by Adobe Partner |
| 08a | 30013803 | 2,000 Credits Edu – HED Student | | | Each USER Per Year | | | | |
| 09 | 65297410 | Shared Device License HED | Advance Annually - In | TBC | Each COMPUTE R Per Year | 14 August 2026 | 13 August 2029 | Set by Adobe Partner | Set by Adobe Partner |
| 10 | 65323452 | Substance 3D Assets - Unlimited | Advance Annually - In | TBC | Each SITE LICENSE Per Year | 14 August 2026 | 13 August 2029 | Set by Adobe Partner | Set by Adobe Partner |

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| Creative Cloud, Document Cloud and Software: | Set by Adobe Partner |
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02 All Apps for K-12:
This product has both On-premise Software and access to On-demand Services.

03 CC All Apps Pro Plus EDU-HED Fac/Staff:
This product includes Creative Cloud On-premise Software, Acrobat Pro, access to 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.

During the License Term, Users are entitled to license an unlimited number of the individual Stock Asset files made available by Adobe in this plan. Adobe will make Stock Assets of the types described in the Stock Product Description (as defined in the Adobe Stock PSLT) available for license under this plan. The Stock Assets licensed under this Sales Order are delivered under the special terms for Unmetered Plans in the Adobe Stock PSLT. Notwithstanding the PSLT, Stock Assets licensed under this Sales Order are licensed under an Education License and not under the Works Extended License. "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 Stock Assets 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 Stock Assets, 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 Stock Assets solely for the benefit of the Enterprise.

This product also includes access to generative AI On-demand Services. Adobe reserves the right to throttle requests to AI Assistant for actual or suspected abuse.

For this product, Customer will not be automatically billed for excess use of generative credits. In the event Customer requires additional generative credits beyond the licensed quantity, Customer may license additional generative credit packs via a separate Sales Order.

"Student Offer" – For each 1 User of CC All Apps Pro Plus EDU-HED Fac/Staff the Consortium Member will receive 12 Users of Adobe Acrobat Express for EDUHED Student (exact name to be confirmed).

- 04 Adobe Acrobat Express for EDUHED Student:
This product includes both Creative Cloud and Doc Cloud On-premise Software and access to On-demand Services. It does not include any Adobe Acrobat Sign entitlements, features, or capabilities, all of which require separate purchase. This product includes access to generative AI On-demand Services. Adobe reserves the right to throttle requests to AI Assistant for actual or suspected abuse.
- For Users provisioned under this SKU, the terms described in <https://www.adobe.com/go/firefly-supplemental-coverage-pslt> also apply to access to Acrobat Express under this SKU.
- Any additional deployment of Acrobat Express for Students via the Student Offer that Consortium Member deploys beyond the licensed Quantity of Products and Services, will be subject to clause 6 "Student License Grant" of the this Sales Order. For the purposes of calculating any additional deployment, each Consortium Member is permitted to deploy an additional 100% buffer above their licensed Adobe Acrobat Express for EDUHED Student quantity, before starting to incur any overage fees ("Overusage Buffer"). The Overusage Buffer cannot be aggregated between the Consortium Members and is an individual buffer for each Consortium Member only.
- 05 CC All Apps Pro Plus EDU-HED Fac/Staff:
This product includes Creative Cloud On-premise Software, Acrobat Pro, access to 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.
- During the License Term, Users are entitled to license an unlimited number of the individual Stock Asset files made available by Adobe in this plan. Adobe will make Stock Assets of the types described in the Stock Product Description (as defined in the Adobe Stock PSLT) available for license under this plan. The Stock Assets licensed under this Sales Order are delivered under the special terms for Unmetered Plans in the Adobe Stock PSLT. Notwithstanding the PSLT, Stock Assets licensed under this Sales Order are licensed under an Education License and not under the Works Extended License. "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 Stock Assets 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 Stock Assets, 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 Stock Assets solely for the benefit of the Enterprise.
- This product also includes access to generative AI On-demand Services. Adobe reserves the right to throttle requests to AI Assistant for actual or suspected abuse.
- For this product, Customer will not be automatically billed for excess use of generative credits. In the event Customer requires additional generative credits beyond the licensed quantity, Customer may license additional generative credit packs via a separate Sales Order.*
- "FTE Only Offer" – This offer does not include seats of Adobe Acrobat Express for EDUHED Student (*exact name to be confirmed*).
- 06 – 08 CC All Apps Pro Plus EDU-HED JISC Student **(SKU number to be confirmed)**:
This product includes Creative Cloud On-premise Software, Acrobat Pro, access to Creative Cloud On-demand Services, and access to the Adobe Stock On-demand Services. For clarity, Students are "Users" as defined in the Agreement.
- During the License Term, Users are entitled to license an unlimited number of the individual Stock Asset files made available by Adobe in this plan. Adobe will make Stock Assets of the types described in the Stock Product Description (as defined in the Adobe Stock PSLT) available for license under this plan. The Stock Assets licensed under this Sales Order are delivered under the special terms for Unmetered Plans in the Adobe Stock PSLT. Notwithstanding the PSLT, Pro Images in this product are licensed under an Education License and not under the Works Extended License. "Education License" means, for Students, that, subject to the restrictions in the Agreement, Adobe grants Customer the non-exclusive, perpetual (only for the specific uses of the Stock Assets 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 Students to access the Adobe Stock On-demand Services and to license, use, reproduce, archive, modify, and display the Stock Assets, in all media, solely in connection with Enterprise-approved Student activities, and not for any other purpose. Enterprise-approved Student activities include, for example, activities related to Student coursework at the Enterprise.
- This product also includes access to generative AI On-demand Services. Adobe reserves the right to throttle requests to AI Assistant for actual or suspected abuse.
- This product includes 1000 monthly generative credits for premium generations per User and unlimited credits for access to standard generations.
- ** Consortium Member must purchase a minimum quantity for Further Education of 250 user and Higher Education of 500 user per Consortium Member**
- 2,000 Credits Edu – HED Student:
This SKU provides access to Firefly On-demand Services. For each license corresponding to this SKU, Customer is permitted to use up to 2,000 Firefly generative credits each month. Any unused Firefly generative credits will expire at the end of each month and do not roll over to the following month.
- 06a, 07a &
08a
-09 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.

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Substance 3D Assets - Unlimited:

This product consists solely of On-demand Services. Unless otherwise agreed by Adobe in the Sales Order, any Site License is valid only for usage at the business location identified by the Site address listed on the End User section of the present Sales Order. A Site License may be used by Customer and its Affiliates if both Customer and its Affiliates are located and performing business operations at the same address.

Solely with respect to any Substance 3D Assets that are licensed under this SKU, the license to Substance 3D Assets contained in the main text of Section 40 (excluding subsections 39.1-39.4 which remain unchanged) of the PSLT entitled "Adobe Creative Cloud, Adobe Document Cloud, and Adobe Substance 3D (2023v1)" is replaced with the following:

"License to Substance 3D Assets. Subject to the restrictions in the Agreement and solely in connection with Enterprise-approved EDU User activities, and not for any other purpose, Adobe grants Customer the non-exclusive, limited, revocable, non-transferable, non-sublicensable (except as set forth in section 30.4), worldwide, perpetual (only for the specific uses of the Substance 3D Assets that Customer has made prior to the end of the License Term, including the Grace Period) license to:"

Enterprise-approved EDU User activities include, for example, activities related to Student coursework and faculty research at the School.

The foregoing license only extends to EDU Users so long as they meet the definition of EDU User and Customer will ensure that access to the Offering to any individuals that no longer meet the definition of EDU User is revoked by the end of the Grace Period.

Solely with respect to any Substance 3D Assets that are licensed under this SKU, Section 43 (Effect of Termination) of the Substance 3D PSLT is replaced with the following:

"Upon the earlier of the termination or expiration of the License Term or the Agreement, Customer will have a 30-day grace period ("Grace Period") to use any Substance 3D Assets downloaded and paid for prior to such expiration or termination, and any Substance 3D Assets so used remains subject to the terms of this PSLT. Any Substance 3D Assets downloaded and paid for by Customer prior to expiration or termination, but not used before the end of the Grace Period, is not considered licensed. Customer may not download Substance 3D Assets during the Grace Period. Other than as permitted during the Grace Period, Customer may not use a Substance 3D Asset for the first time, or in a new context (such as in new Larger Works or Modified Works), after the expiration or termination. Immediately after the Grace Period ends, Customer must delete all unused Substance 3D Assets.

Adobe is not responsible for maintaining availability of Substance 3D Assets for Customer after the expiration of the License Term or termination date of the Agreement. For clarity, Customer must not sublicense or distribute any Modified Works or Larger Works that were created or used in violation of section 41 (Restrictions)."

As used herein, (1) "Student" means an individual enrolled in classes at a School; (2) "School" means a qualified primary, secondary, or post-secondary educational institution, and (3) "EDU User" means a Student authorized by Customer to use the Services or an individual employed by Customer or School and authorized by Customer to use the Services for the benefit of the School, e.g., teachers and School or school district administrators or employees.

Generative AI Credits and Usage Terms

- Engagement on Generative Credit Reporting Tool.** Adobe will use good faith efforts to keep Customer informed of developments to its generative credit reporting, monitoring, and management tools. Any future functionality described is not a commitment to deliver and should not be relied upon in making purchasing decisions. Upon the Customer's written request, and no more than once per each 12-month period during the License Term, Adobe will support customer and Consortium Member engagement discussions (which may include a customer advisory board) to review the Consortium Members' use of the Products and Services and to discuss any material changes to the generative credits model during the preceding period. For example, material changes to the generative credits model include changes that fundamentally alter how generative credits are structured, allocated, or consumed within the Products and Services, or any changes that would result in a diminution of value to Customer or Consortium Member, including those of the type described in term 2 (No Diminishment of Generative Credit Value). For the avoidance of doubt, no credits or refunds will be provided under this Agreement as a result of this term 1 in the Generative AI Credits and Usage Terms.
- No Diminishment of Generative Credit Value.** During the License Term, Adobe will not modify the generative credit model applicable to the plans identified in line items 3, 4, 5, 6, 6a, 7, 7a, 8, and 8a in a manner that results in a diminution of value to Customer or Consortium Member. As an example, Adobe will not, during the License Term, increase the number of generative credits consumed for any given generative AI feature. More specifically, if the action to generate a video using Firefly consumes 20 credits today, then the same action will not consume more credits at a later date within the License Term.
- "Hard Cap"** means a fixed limit on the number of generative credits available under the plans identified in line items 06, 06a, 07, 07a, 08, and 08a. Once Consortium Member reaches the Hard Cap, no additional generative credits are available, and Consortium Member cannot exceed the credits included in the applicable plan. As a result, Consortium Member may experience performance degradation (such as unavailability of generative features), and Adobe is not responsible for any such degradation. To avoid this, Consortium Member may license additional capacity.
- Use of the Products and Services. Additional information, including usage rights about Consortium Members' use of Line Numbers 06a, 07a, and 08a are detailed here: <https://helpx.adobe.com/creative-cloud/apps/generative-ai/generative-credits-faq.html#generative-credits-consumed> (or the successor website)

Summary of Fees

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|-------------------------|----------------------|
| Total Sales Order Fees: | Set by Adobe Partner |
|-------------------------|----------------------|

| | Rest of World |
|-----------------|----------------------|
| Year One Fees | Set by Adobe Partner |
| Year Two Fees | Set by Adobe Partner |
| Year Three Fees | Set by Adobe Partner |
| TOTAL | Set by Adobe Partner |

Sales Order Terms

1. This agreement ("Agreement") consists of (A) 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 (2025v1) and the applicable Product Specific Licensing Terms which are effective as of the date Customer executes this Sales Order and (B) this Sales Order. If there is an inconsistency between any of the above parts of the Agreement, the part listed later will prevail (to the extent of the inconsistency) over a part listed earlier.
2. 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 listed in Exhibit B, each a Consortium Member 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. (outside of Customer's role as described below in clause 3).
3. Customer must enter into a sales order with each Consortium Member in the form set forth as Exhibit A to this Sales Order ("Consortium Member Sales Order") and must provide Adobe with a copy of such Consortium Member Sales Order upon request. Each Consortium Member that executes a Consortium Member Sales Order with Customer will be responsible for its own compliance with the terms of such Consortium Member Sales Order and Adobe may enforce its rights against such Consortium Member. In the event Customer fails to enter into a Consortium Member Sales Order with a Consortium Member, Customer will be in material breach of the terms of this Agreement and will be liable for Consortium Member's violation of the terms of the Consortium Member Sales Order that were required to be agreed upon by Consortium Member prior to obtaining the Adobe Products and Services. Customer must provide Adobe with copies of the Consortium Member Sales Order for each Consortium Member within 60 days of the License Term Start Date. For the avoidance of doubt, where the Consortium Member executes a Consortium Sales Order with Customer, Customer will not be liable for Consortium Member's violation of the terms of the Consortium Member Sales Order.
4. 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 10 August 2026 (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:

5. **Faculty Staff License Grant:** This clause 5 applies to Line Number 03 and 05 of the above Products and Services Pricing Detail.

For those Products and Services identified as being licensed on an "Enterprise Wide" basis in the Products and Services Pricing Details section, Customer must notify Adobe in writing, within 14 days, whenever any of the Consortium Member's FTE count (as defined in the Consortium Sales Order) increases by 10% or more from the last established FTE count. 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. **Student License Grant:** This clause 6 applies to Line Numbers 02, 04, 06 – 08, 06a – 08a and 10 of the above Products and Services Pricing Detail.

(A) Deployment. Consortium Members 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. "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.

(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) by Consortium Members 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 |
|---|----------------------|
| All Apps for K-12 | Set By Adobe Partner |
| CC All Apps Pro Plus EDU-HEDJISC Student ("Band 1" - minimum purchase ** User up to 999 User) including 2,000 Credits Edu – HED Student (Each USER Per Year) | Set By Adobe Partner |
| CC All Apps Pro Plus EDU-HEDJISC Student ("Band 2" - 1,000 User up to 4,999 User) including 2,000 Credits Edu – HED Student (Each USER Per Year) | Set By Adobe Partner |
| CC All Apps Pro Plus EDU-HEDJISC Student ("Band 3" - Greater 5,000 User and All in Entities ***) including 2,000 Credits Edu – HED Student (Each USER Per Year) | Set By Adobe Partner |
| Substance 3D Assets - Unlimited | Set By Adobe Partner |
| Adobe Acrobat Express for EDUHED Student | Set By Adobe Partner |

For the avoidance of doubt, AI Credits and any usage of generative AI functionality shall be governed exclusively by the Generative AI Credits and Usage Terms section of this Sales Order and shall not be subject to the true-up and over-deployment provisions of this clause 6 (D).

7. Within 30 days of each anniversary of the License Term, Customer and Adobe may enter into a written addendum to this Sales Order to permit: (a) a new Consortium Member to participate in the consortium; (b) Consortium Member to purchase license rights for its Students; and (c) Consortium Members to purchase Adobe Products and Services other than those on its current sales order with Customer. Such additional license purchases will commence on an anniversary of the commencement of the License Term and extend through the remainder of the License Term. The applicable rates are:

| Adobe Products and Services | Unit Price |
|---|----------------------|
| All Apps for K-12 | Set By Adobe Partner |
| CC All Apps Pro Plus EDU-HEDJISC Student ("Band 1" - minimum purchase ** User up to 999 User) including 2,000 Credits Edu – HED Student (Each USER Per Year) | Set By Adobe Partner |
| CC All Apps Pro Plus EDU-HEDJISC Student ("Band 2" - 1,000 User up to 4,999 User) including 2,000 Credits Edu – HED Student (Each USER Per Year) | Set By Adobe Partner |
| CC All Apps Pro Plus EDU-HEDJISC Student ("Band 3" - Greater 5,000 User and All in Entities ***) including 2,000 Credits Edu – HED Student (Each USER Per Year) | Set By Adobe Partner |
| CC All Apps Pro Plus EDU-HED Fac/Staff ("Student Offer") & Adobe Acrobat Express for EDUHED Student ("Student Offer") | Set By Adobe Partner |

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|---|----------------------|
| CC All Apps Pro Plus EDU-HED Fac/Staff ("FTE Only Offer") | Set By Adobe Partner |
| Substance 3D Assets - Unlimited | Set By Adobe Partner |

8. On each anniversary of the License Term Start Date of this Sales Order, Customer may place orders for additional Products and Services described in the Price Hold Table below ("Additional Products and Services") at the corresponding Unit Price stated in the table below subject to configuration validations by Adobe, provided that:

- (A) such orders are placed prior to Customer exceeding their quantity as per Line Number 06 – 08 and 06a – 08a above,
- (B) such Additional Products and Services remain available to the general public, and
- (C) Customer must enter into a new Sales Order under the terms and conditions of this Sales Order. The License Term of the Additional Products and Services will expire at the end of the License Term of this Sales Order.

8.2 Should Consortium Members Additional Products and Services quantity together with the initial purchase result in the total quantity for that Consortium Member moving into a higher Band then Consortium Members Additional Products and Services only can be purchased at that Bands price. For the avoidance of doubt, only Additional Products and Services will be charged in line with the higher Band rate, and the initial purchase amount will continue to be charged in line with the initial Band rate,

8.1. Customer’s right to order the Additional Products and Services listed in the Price Hold Table at the pricing specified below shall automatically expire on the License Term End Date. Any such order will be additional and not replace the license for the Product and Services described at Line Number 06 – 08 and 06a – 08a and, Customer will not be entitled to a credit under Line Number 06 – 08 and 06a – 08a .

- (A) For the avoidance of doubt, any Additional Products and Services correctly ordered by Customer in accordance with this Clause 8 prior to each anniversary of the License Term Start Date will increase Customer’s applicable purchased quantity for that Year of the License Term and any subsequent Years until at the end of the License Term of this Sales Order.

8.2. This clause 8 does not replace the provisions under clause 6 of this Sales Order.

Price Hold Table

| Adobe Products and Services | Unit Price |
|---|----------------------|
| CC All Apps Pro Plus EDU-HEDJISC Student ("Band 1" - minimum purchase ** User up to 999 User) including 2,000 Credits Edu – HED Student (Each USER Per Year) | Set By Adobe Partner |
| CC All Apps Pro Plus EDU-HEDJISC Student ("Band 2" - 1,000 User up to 4,999 User) including 2,000 Credits Edu – HED Student (Each USER Per Year) | Set By Adobe Partner |
| CC All Apps Pro Plus EDU-HEDJISC Student ("Band 3" - Greater 5,000 User and All in Entities ***) including 2,000 Credits Edu – HED Student (Each USER Per Year) | Set By Adobe Partner |

9. For the purposes of this Sales Order, Clause 9.3 from the General Terms is deleted and amended as follows:

“9.3 Subject to section 9.4, the maximum aggregate liability of each Party for all Claims under or relating to any Agreement or its subject matter is limited to \$7,000,000, provided however, each Party’s maximum aggregate liability for all Claims under section 8 is limited to the greater of \$3,000,000.00 or equivalent in the currency specified in the applicable Sales Order or two times the aggregate of the fees payable by Customer under the applicable Sales Order.”

10. Customer will ensure that Consortium Members are aware of all the terms and conditions of this Agreement. Any request by Consortium Members to enable usage by any Affiliate, subsidiary, division or other separable component of Consortium Members that it divests, shall be subject to separate written approval by Adobe.

11. 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 / Consortium Members has downloaded any On-Premise Software on its Computers) licensed under this Sales Order must be deleted from Participant computers and systems, and Consortium Members must provide Adobe with a signed letter of destruction upon written request .

12. 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, 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 Consortium Members and Student numbers provided by Consortium Members) submitted by Customer and/or Customer's compliance with the terms of the Agreement. Such audit and/or inspection shall not take place more than once in any 12 month period. Any such audit shall be conducted by Adobe's internal auditor or an independent auditor selected by Adobe.

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 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 (ADIR)
 4-6 Riverwalk, Citywest Business Campus, Saggart, Dublin 24,
 Ireland

JISC SERVICES LIMITED
 4 PORTWALL LANE, Bristol, BS1 6NB UNITED KINGDOM

 Authorized Signature

 Authorized Signature

 Print Name

 Print Name

 Title

 Title

 Date

 Date

Purchase Order Number :
 ECC ID Number: 23662156

Rest of World

| End User : | Bill-To: | Deploy To : |
|---|---|--|
| JISC SERVICES LIMITED Address: 4 PORTWALL LANE Bristol, BS1 6NB UNITED KINGDOM | | JISC SERVICES LIMITED 4 PORTWALL LANE Bristol, BS1 6NB UNITED KINGDOM |
| | Invoicing Contact Name: Contact Email: | Customer Admin Name: Contact Email: |

Instructions for Signed Agreements:

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

Exhibit A
SAMPLE
Consortium Member Sales Order

Products and Services Pricing Details.

| Line Number | Adobe SKU | Product Description | Annual Unit Fees (per FTE) | Quantity | Annual Instalment Fee (Unit Fees x Quantity) |
|--|-----------|---------------------|----------------------------|----------|--|
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |
| 5. | | | | | |
| Total License Term Fees (Annual Instalment Fee X Number of Years Left Remaining in License Term): | | | | | GBP £_____ |
| | | | | | |

Terms and Conditions

1. This agreement (“Agreement”) consists of (A) this Consortium Member 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. Adobe is an intended third party beneficiary of this Agreement between Consortium and Consortium Member and has a right to enforce its terms against Consortium Member. Consortium Member will be deemed a “Customer” as such term is used in Adobe Enterprise Licensing Terms.

The following capitalized terms are defined as follows:

- (A) “Consortium” means the entity that has entered into a sales order with Adobe for the purchase of Products and Services and is authorized to make the Products and Services identified in this sales order available to Consortium Member.
- (B) “Consortium Member” means that educational institution that meets the education eligibility criteria for Adobe’s education programs described at <https://helpx.adobe.com/x-productkb/policy-pricing/education-faq.html#Eligibility>
- (C) “Enterprise” means all of the Faculty Members and Staff Members of Consortium Member’s enterprise excluding any Consortium Member with organizations or operations within certain nations that have service or functionality limitations as identified in the applicable Product Specific Licensing Terms.
- (D) “Faculty Member” means a then-current employee or independent contractor of a Consortium Member whose primary job duties consist of providing educational instruction to students.
- (E) “Full Time Equivalent” or “FTE” means the sum of each Consortium Member’s Faculty and Staff FTE as published by HESA for universities at the time of signing the Consortium Member Term License Sales Order and for further education colleges, as reported by such colleges to the relevant national authority responsible for collecting such statistics. Where no such published statistics exist, the Consortium Member’s then current Audited Financial Statement/Annual Accounts shall be the source.
- (F) “Staff Member” means a then-current employee of the Consortium Member that provides administrative support to the Consortium Member’s educational operations to faculty.
- (G) “Student” means an individual enrolled part-time or full-time in a degree-granting program or an academic

course of study by Consortium Member.

2. **Faculty License Grant:** For those Products and Services identified as being licensed on an “Enterprise Wide” basis in the Products and Services Pricing Details section, Consortium Member 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; Consortium Member represents and warrants that as of the Effective Date, the total aggregate FTE Count is _____; a non-binding estimate of Computers located in computer labs and classrooms and Consortium Member owned loan Computers on which Consortium Member intends to install the Products and Services is [] ; Customer may install copies of the Products and Services on Computers which are Consortium Member-owned loan Computers on up to 25 % of the total of the non-binding estimate of Computers which may not be located in a lab or classroom; and a non-binding estimate of Faculty Members and Staff Members that Consortium Member intends to authorize as a User of the Products and Services is _____. If Consortium Member’s FTE Count increases by 10% or more from the last established FTE Count (“Growth Event”), then Consortium Member must notify Consortium in writing within 7 days.

3. **Student License Grant:** (A) **Deployment.** Consortium Member may Deploy the quantity of Products and Services for use by Consortium Member’s Students in accordance with the license metric specified within the Products and Services Pricing Detail throughout its Enterprise. “Deploy” means to provide a license for Products and Services to a User, Student, or Computer, as applicable, regardless of whether or not the license was accessed by a User or Student. A Student may use 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.

(B) **Annual True-Up Report.** Using the form found at www.adobe.com/go/trueup, Consortium Member must report to Consortium any Annual Average Over-Deployment Count (defined below) for the Products and Services. During the License Term, Consortium Member must send the report to Consortium 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, Consortium Member 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.** Adobe will invoice Consortium (who in turn may invoice Consortium Member) 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 Adobe will invoice Consortium (who in turn may invoice Consortium Member) for the increase in Baseline license count at the true-up fees rate. True-up fees will be set by Adobe Partner.

4. This section governs Consortium Member’s use of any named user offering for primary and secondary (“K-12”) Students (“Offering”).

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

Consortium Member 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 Consortium Member and that Adobe does not track or market to Student users. Use of Enterprise or Federated IDs also ensures Consortium Member 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 Consortium Member must defend and indemnify Adobe for any Student privacy or other claims related to Consortium Member’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>.

4.2. Special Terms for Other Jurisdictions. Certain other jurisdictions located around the world may have laws that require Consortium Member to:

- (A) provide disclosures to parents regarding the collection of Student personal information in the Offering and in any other Adobe application that Consortium Member 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 Consortium Member provides.

Consortium Member is responsible for ensuring that Consortium Member can use the Offering consistent with Consortium Member’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 Consortium Member’s data processor and Consortium Member is the data controller in connection with the collection of Student personal information in the Offering and in any other Adobe application that Consortium Member allows K-12 Students to access.

By signing below, each party acknowledges that it has carefully read and fully understood the terms of this Agreement, which will become effective upon the date of the last signature (the “Effective Date”).

| | |
|--|--|
| Consortium Member: [Enter name of Consortium Member] | |
| Sign | |
| Print: | |
| Title: | |
| Date: | |
| Address: | |
| Contact: | |

EXHIBIT B - LIST OF CONSORTIUM MEMBERS

TBC