

Consortium Member Sales Order

Products and Services Pricing Details.

Line Number	Adobe SKU	Product Description	Annual Unit Fees (per FTE)	Quantity	Annual Fee (Unit Fees x Quantity)	Instalment Fees x
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:	