

**ENTERPRISE TERM LICENSE AGREEMENT  
Addendum A**

**ENTERPRISE TERM LICENSE AGREEMENT (“ETLA”)** is an agreement by and between Adobe Systems Incorporated (“Adobe”) and Subscribing Entity (“Customer”).

Customer shall be placing an order with the reseller awarded a contract by Customer for the Licensed Products (“Reseller”) for licenses to Adobe software products (“Products”) and associated Adobe Maintenance and Support (“Support”) solely on behalf and for the use of Customer (the “Transaction”).

This ETLA is effective as of the date of the Transaction (“Effective Date”).

The quantities included in the corresponding purchase order are for deployment in the United States.

Terms and Conditions:

**1. The Agreement**

- 1.1 All Adobe Products and Support listed in this Enterprise Term License Agreement (“ETLA”) are provided under the terms and conditions set forth in this ETLA and the Adobe Enterprise Licensing Terms (“Licensing Terms”) and the Service Attachment (collectively, the “Agreement
- 1.2 Capitalized terms used in this ETLA have the meanings set out in applicable modules of the Adobe Enterprise Licensing Terms, unless otherwise specified in this ETLA.
- 1.3 “**Enterprise**” means Subscribing Entity listed within the purchase order.
- 1.4 “**Agreement Term**” means the period of time beginning on the original product delivery date under the Agreement, and ending the day before the third anniversary of the original product delivery date. Notwithstanding anything stated to the contrary, Customer may terminate the License Term as per Terms and Conditions in the MCSA Section 6.1 and 6.1.

**2. Ordering and Payment Terms**

Adobe is not entering into a direct purchasing relationship with Customer for the Products and Support. Customer is placing an order with Reseller. Reseller is solely responsible for setting the terms of payment with Customer (including but not limited to when payments by Customer are due to Reseller.)

**3. License Metrics**

This ETLA uses the following License Metric(s):

- 3.1 **Per-User.** “User” means an individual (either an employee or on-site contractor of Customer) who is given a unique identifier for logging in and using the Products and Services. The unique identifier must not be shared with anyone else; however, if an individual ceases to be an employee or contractor of Customer during the term of a license, 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.

3.2 **Per-Computer.** "Computer" means a single virtual or physical device capable of using the Products, licensed for one individual at a time.

#### 4. Additional Terms

The following additional license terms apply to the respective line items referenced in the Products and Services Pricing Detail table (see page 1):

##### 4.1 Standard Deployment

- (A) Customer may deploy these Products and Services within its Enterprise, based on the corresponding quantity and License Metric.
- (B) Subscribing Entity is required to place an order before deploying any additional licenses.
- (C) If Customer grants access to Products and Services in excess of the quantity of licenses previously purchased, then Customer must report the additional deployments to Adobe using the form attached to this ETLA as Exhibit A, and purchase 'true-up' licenses to account for the over-deployment based on the applicable License Metric. For each license deployed prior to the due date of the first Deployment report, Customer must pay in arrears fifty percent of the per-unit annual license fees provided by Adobe Partner, for the period between deployment and the date of the first Deployment Report; and Customer must pay annually, in advance, the full per-unit annual license fee for each of the remaining two years in the License Term. For each license deployed after the due date of the first Deployment Report but before the due date of the second Deployment Report, Customer must pay in arrears fifty percent of the annual per-unit license fee provided by Adobe Partner, for the period between deployment and the date of the second Deployment Report; and Customer must pay the full annual fee in advance the remaining year in the License Term. For licenses deployed after the due date of the second Deployment Report but before the due date of the third Deployment Report, Customer must pay in arrears fifty percent of the per-unit annual license fee provided by Adobe Partner, for the period between deployment and the end of the License Term. ). Customer must send Adobe a report in the format defined in Exhibit A, to report additional deployments it has made since the latter of (i) the Effective Date or (ii) the date of its most recent Deployment Report. Deployment reports will be due to Adobe via Reseller 14 days prior to the first and subsequent anniversaries of the Effective Date, regardless of whether there have been additional deployments. If Customer reduces the number of deployments of the Licensed Product during the License Term, including after purchasing additional licenses pursuant to this section, no negative adjustment shall be made to the number of Licensed Products and Customer shall not be entitled to either (1) a credit or refund from Adobe or Reseller or (2) a reduction in the license fees going forward.

4.2 For Design Standard, Customer is only licensed to use the following Products, Services, and Support offered under the Creative Cloud Enterprise: Photoshop, Illustrator, InDesign, Bridge, Extension Manager and Acrobat Pro XI.

4.3 For Design & Web, Customer is only licensed to use the following Products, Services, and Support offered under the Creative Cloud Enterprise: Photoshop, Illustrator, InDesign, Bridge, Extension Manager, Acrobat Pro XI, Dreamweaver, Flash Professional and Fireworks.

4.4 For Production Premium, Customer is only licensed to use the following Products, Services and Support offered under the Creative Cloud Enterprise: Photoshop, Illustrator, Bridge, Extension Manager, Flash Professional, Premiere Pro, After Effects, Audition, Speedgrade, Prelude, Encore and Media Encoder.

4.5 For Creative Cloud Enterprise, Customer is only licensed to use the following Products, Services, and Support offered under the Creative Cloud Enterprise: Photoshop, Illustrator, InDesign, Bridge, Extension Manager, Acrobat Pro XI, Dreamweaver, Flash Professional, Fireworks, Premiere Pro, After Effects, Audition, Speedgrade, Prelude, Encore and Media Encoder.

4.6 For “Single App” Line items, Customer is only licensed to use the Single App specified in the individual Sales Order.

4.7 Although Adobe may deliver all standard offerings under the Creative Cloud, Customer is not entitled to use, download or access any other products or offerings that are available under the Creative Cloud except as specified above.

4.8 **Storage**

When the Product or Service includes storage, Adobe recommends that Customer continues to back up its content regularly. Adobe may impose reasonable limits on the use of Customer Content, such as limits on file size, storage space, processing capacity, and other technical limits.

4.9 **Support**

Adobe will provide Support for the On-premise Software covered by this ETLA in accordance with the terms of the PDM for Enterprise Support.

4.10 **Assignment/Transfer**

In light of the unique and Customer specific nature of this ETLA, Customer acknowledges and agrees that it may not assign this ETLA to any other government or other entity without Adobe’s prior written approval. Customer is not permitted to transfer any of the Product licenses purchased under this ETLA to any government or other entity beyond the Enterprise. To the extent that this ETLA conflicts with any term of the Licensing Terms or any other contract document between Reseller and Customer, the terms of this ETLA shall govern.

**Exhibit A**

Deployment Report-Sample

Sales Order Number: \_\_\_\_\_

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

Sales Order Effective Date: \_\_\_\_\_

**Report Current Deployment Count**

Enter the current Deployment Count for Products.

Product Deployment Count			
Product Description	Total License Count (Previous Year)	Total Added	New Total

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

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Submit completed original to:  
[elatrueup@adobe.com](mailto:elatrueup@adobe.com)