Carahsoft Technology Corporation
Service Attachment #6

This Service Attachment (the "Service Attachment"), is between Carahsoft Technology Corp. ("Service Provider") having an office at 1860 Michael Faraday Drive, Suite 100, Reston, VA 20190, and the State of Ohio, through the Department of Administrative Services ("the State"), having its principal place of business at 30 East Broad Street, 40th Floor, Columbus, Ohio 43215 (jointly referred hereto as the "Parties"), and it is effective as of the date signed by the State. It amends that certain Master Cloud Services Agreement ("Agreement") between the Parties dated August 14, 2013.

1. Definitions.

The defined Terms in the MCSA will have the same meanings in this Service Attachment as they do in the MCSA. There may be additional definitions contained herein and in some of the supporting documents. They are listed below.

(A) "**Adobe**" means one or both of the following:
- (1) If the Products and Services are licensed in the United States, Canada, Mexico, United States territories and possessions, and United States military bases wherever located:
  Adobe Systems Incorporated (a Delaware corporation, of 345 Park Avenue, San Jose, California 95110, USA).
- (2) If the Products and Services are licensed in all other countries:
  Adobe Systems Software Ireland Limited (an Irish company, of 4-6 Riverwalk, Citywest Business Campus, Dublin 24, Ireland).

(B) "**Adobe Partner**" means an entity that is appointed by Adobe to process orders from end users, or a reseller of Products and Services to end users.

(C) "**Adobe Technology**" means technology owned by Adobe or licensed to Adobe by a third party (including the Products and Services, Reports, software tools, algorithms, software (in source and object forms), user interface designs, architecture, toolkits, plug-ins, objects and Documentation, network designs, processes, know-how, methodologies, trade secrets, and any related intellectual property rights throughout the world), and suggestions made to Adobe that are incorporated into any of the foregoing (which will be deemed assigned to Adobe), as well as any of the derivatives, modifications, improvements, enhancements, or extensions of the above, whenever developed.

(D) "**Affiliate**" means, for a Party, any other entity that controls, is controlled by or under common control with the Party. For the purposes of this definition, the term "control" means the direct or indirect power to direct the affairs of the other entity through at least 50% of the shares, voting rights, participation, or economic interest in this entity.

(E) **"Authorized Users"** means employees or individual contractors (e.g., temporary employees) of Customer.

(F) "**Claim**" means a claim, action, or legal proceeding made against a person or entity, however arising and whether present or future, fixed or unascertained, actual, threatened or contingent.

(G) **ColdFusion "CPU"** is each distinct central processing unit (physical) within the Computer, capable of independently manipulating and operating the Software. Each CPU may contain one or multiple processing cores. The total number of cores operating the Software in the Computer may not exceed the licensed quantity, and will be the greater of (a) the exact number of cores operating the Software in the case when Customer configures the Computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPU cores that actually operate the Software is less than the total number of cores on that Computer; or (b) the sum of all the cores contained in every pCPU on the Computer. The total number of CPUs in a Computer will then be calculated by dividing the total number of cores operating the Software by 4, rounded up to the next whole number in case the quotient of the division by 4 is not an integer. For example, if the total number of cores operating the Software is 12, then the total number of CPUs equals 3; if the total number of cores operating the Software is 14, then the total number of CPUs equals 4.

(H) **AEM "CPU"** means the central processing units on Computers used to operate the AEM Forms On-premise Software.

(1) All CPUs on a Computer on which any part of the AEM Forms On-premise Software is installed are deemed to operate the AEM Forms On-premise Software unless Customer configures that Computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the AEM Forms On-premise Software is less than the total number on that Computer.

(2) Installations of AEM Forms where functionality is split across two CPUs (for example Output and Digital Signatures) count as two or more CPUs of AEM Forms.

(3) When a CPU contains more than one processing core, each group of two processing cores, and any remaining unpaired processing core, will be deemed one CPU unless it conforms to the guidelines described in the applicable Multicore Policy at http://www.adobe.com/go/multicorepolicy, or in a separate writing signed by both parties.

(4) CPUs on a Computer which is only used to author or develop applications and do not perform any runtime processing are excluded from the number of CPUs Customer is required to license.

(I) **"AEM Deployment**" means an independent Author Instance or a linked cluster of Author Instances, with any number of connected Publish Instances. With regard to AEM Forms and the AEM Forms Document Security add-on, AEM Deployment means a single copy of AEM Forms installed on a Computer or group of Computers that jointly operates that copy of AEM Forms.

(J) **"AEM User"** means employee(s) or contractors (e.g. independent contractors and consultants) of Customer that are Authorized to have login access, either directly or programmatically (such as through the use of an API), to the On-premise Software for any purpose, including, but not limited to, administration or authoring of the Instance(s), administration of Adobe hosted or online accounts, or maintenance of digital assets stored within the On-premise Software.

    (1) "Author Instance" means the environment where AEM Users can enter and manage the content of Customer's website.

(K) "**Computer**" means a virtual or physical device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions, consistent with the configuration recommendations in the Documentation, including servers, desktop computers, laptops, tablets, mobile devices, telecommunication devices, Internet-connected devices, and hardware products capable of operating a wide variety of productivity, entertainment, or software applications. Where a Computer contains more than one virtual environment (including virtual machines and virtual processors), each virtual environment will be counted as a separate Computer.

(L) **"Confidential Information"** means a Discloser's or Discloser's Affiliates' non-public information (including copies, summaries, and extracts): (i) that is identified in writing as confidential at the time of disclosure, whether in printed, textual, graphic, or electronic form; or (ii) that is disclosed in non-tangible form, identified as confidential at the time of disclosure, summarized in a writing labeled as "confidential", and delivered to Recipient or Recipient's Affiliate (as applicable) within 15 days after disclosure. The Party disclosing Confidential Information is referred to as "Discloser" and the Party receiving Confidential Information is referred to as "Recipient". Confidential Information does not include information that:

    (1) is or becomes generally publicly available at or after the time of disclosure through no fault of either Recipient or Recipient's Affiliate;

    (2) was known to Recipient or Recipient's Affiliate (as applicable), free of any confidentiality obligations, before its disclosure by either Discloser or Discloser's Affiliate;

    (3) becomes known to Recipient or Recipient's Affiliate (as applicable), free of any confidentiality obligations, from a source other than either Discloser or Discloser's Affiliate; or

    (4) is independently developed by either Recipient or Recipient's Affiliate without use of Confidential Information.

(M) "**Customer**" means the Subscribing Entity identified in the Sales Order as "Customer" or otherwise identified in the Sales Order as the end user customer.

(N) **"Customer Content"** means any material, such as audio, video, text, or images, that is provided to Adobe by Customer or on Customer's behalf in connection with Customer's use of the On-demand Services or Managed Services for content delivery, targeted advertising, or indexing.

(O) **"Customer Data"** means (A) any information collected from the Customer Site or Customer's search engine providers via the Distributed Code; or (B) any information that Customer imports into the On-demand Services or Managed Service from its internal data stores or other sources not supplied by Adobe.

(P) **"Customer Site"** means any current or future website or application: (A) that is owned and operated by Customer, or is hosted or operated by a third party or Adobe on Customer's behalf; (B) that contains Customer's brand or logo; and (C) that contains a privacy policy or terms of use governing data collection practices that Customer maintains and controls, and that complies with applicable privacy or data protection laws that mandate the privacy disclosures and data collection practices for such website or application.

(Q) **"Deploy"** means to deliver or otherwise make available, directly or indirectly, by any means, a Document to one or more persons or entities including Recipients. A Document that has been Deployed will be deemed to remain Deployed until it is no longer available for distribution.

(R) "**Development Software**" means On-premise Software licensed for use in a non-production, technical environment solely for internal development and testing authorized under the PDM.

(S) **"Developer Edition Software"** means Software licensed for local host development of applications and can be accessed from a maximum of two simultaneous remote IP addresses.

(T) "**Distributed Code**" means HTML tags, JavaScript code, object code, plugins, SDKs, APIs, or other code provided by Adobe for use of the On-demand Services or Managed Services.

(U) **"Dispatcher Instance"** means the environment for the AEM caching or load balancing tool for a dynamic Web authoring environment. For caching, the Dispatcher Instance works as part of an HTTP server that caches as much of the static website content as possible and accessing the website's layout engine as infrequently as possible. In a load-balancing role, the Dispatcher Instance distributes load across different clustered AEM Instances.

(V) "**Disaster Recovery Environment**" means Customer's technical environment designed solely to allow Customer to respond to an interruption in service that is due to an event beyond Customer's control, where Customer cannot provide critical business functions for a material period of time. This definition has been added for On-premise software.

(W) "**Document**" means an electronic or printed file that is processed or generated by AEM Forms, including Documents that contain data fields where data may be entered and saved. A Document will be deemed "unique" unless it is an identical copy of a Deployed Document, is a direct language translation of a

Deployed Document, differs from other Deployed Documents only with respect to correction of typographical errors, or contains pre-Deployment customizations of information about Recipients (e.g. name, address, account number, etc.) and similar differences that do not alter the fundamental business purpose of the Document.

(X) "**Documentation**" means: (A) for On-premise Software, the technical user manual describing the features and functionalities of the applicable On-premise Software, as provided by Adobe and generally available in PDF format in the software or via www.adobe.com; and (B) for On-premise Software that does not have a technical user manual, Managed Services or On-demand Services, the description of the software or service contained in the PDM applicable to the service or software. "Documentation" does not include any forum or content contributed by any third party.

(Y) "**Downtime**" means the minutes during the Calendar Month when the Covered Services are not available to the Customer, except any Excluded Minutes.

(Z) "**Electronic Document**" means any document uploaded into the electronic signature service.

(AA) Electronic Signature" means the capability of the electronic signature service to include an electronic sound, symbol, or process attached to or logically associated with an Electronic Document and executed or adopted by a person with the intent to sign the Electronic Document.

(BB) "**Enterprise Licensing Terms**" will include the following documents:
(1) MCSA
(2) this Service Attachment
(3) the ETLA
(4) the Adobe PDM – Adobe Enterprise Support document.

(CC) "**Evaluation Software**" means On-premise Software licensed for internal evaluation purposes in a non-production environment.

(DD) "**Excluded Minutes**" means the minutes that the Covered Services are not Available caused by one or more of the following:
(1) acts or omissions of Customer, its agents, employees, or contractors, or acts or modifications as directed or authorized by Customer, breach of the terms of the Agreement that apply to the Covered Service;
(2) Customer's failure to adhere to Adobe's documented recommendations, including hardware or software configuration necessary to meet minimum system requirements for the Covered Services;
(3) spikes in demand for system resources driven by Customer for which Customer and Adobe did previously not agree in writing to a process to allow Adobe to make accommodation for such increase in demand unless otherwise agreed to in a Sales Order or in the applicable SLA Exhibit; and
(4) software, hardware, or third-party services not provided or controlled by Adobe, or events beyond Adobe's reasonable control.

(EE) "**FormsCentral Solution**" means a website or other offering Customer develops for a Participant that (a) utilizes FormsCentral; (b) adds material functionality to FormsCentral; and (c) is not competitive with the On-demand

Service.

(FF) "**Indemnified Technology**" means On-demand Services, Managed Services or On-premise Software, (as applicable) paid for by Customer.

(GG) "**Instance**" means one copy of the On-premise Software instantiated and running within a java virtual machine process on one physical Computer or virtual environment. Each Instance can be designated as either an Author Instance or Publish Instance, but each will be counted separately

(HH) "**License Metric**" means each of the per-unit metrics specified by Adobe concerning the licensed quantities in the Sales Order, to describe the scope of Customer's license to use the Products and Services.

(II) "**License Term**" means the duration of the license granted for the On-demand Services, Managed Services or On-premise Software (as applicable), as specified in the Sales Order, or any shorter term arising from a termination of this Service Attachment.

(JJ) "**Losses**" means any damages, losses, costs, expenses, or liabilities incurred by a person or entity.

(KK) "**Maintenance Minutes**" means the number of minutes elapsed during maintenance performed by Adobe that results in the Covered Services not being Available where Adobe has provided Customer with at least one business day advance notice.

(LL) "**Managed Services**" means the enterprise solutions hosted by or on behalf of Adobe (and Distributed Code, where applicable) in a single-tenant environment, as set out in the Sales Order and identified as "Managed Services" in the applicable PDM. Adobe may use virtualization technologies at different layers to mimic the concept of dedicated resources (e.g., processing, networking, message center servers, etc.) to create a single tenant environment for Customer.

(MM) "**Maximum Uptime**" means the total minutes in the Calendar Month (e.g. 44,640 minutes in the month of July) minus Maintenance Minutes during the same Calendar Month.

(NN) "**On-demand Services**" means the technology services provided by Adobe and hosted by or on behalf of Adobe in a multi-tenant environment (and Distributed Code, where applicable), as set out in the Sales Order and within this Service Attachment.

(OO) "**On-demand User**" or "**Managed Services User**" means, Customer's employees and third-party contractors allowed to access the On-demand Service or Managed Services as applicable under this Service Attachment; See Adobe Software License Terms and Conditions, Section 1.

(PP) "**On-premise Software**" means the Adobe software that is deployed by or on behalf of Customer on hardware designated by Customer, as set out in the Sales Order and this Service Attachment.

(QQ) "**Party**" means Adobe or Customer, as applicable.

(RR) "**pCPU**" **(or** "**Physical CPU**"**)** means one physical central processing unit of a Computer. A pCPU contains one or more processing cores.

(SS) "**Participant**" means a third party who interacts with the On-demand Service as a result of that party's relationship with or connection to Customer. For the electronic signature service, a Participant also includes any individual or entity that electronically reviews, accepts, signs, approves, transmits, or delegates action to a third party regarding Electronic Documents via Customer's electronic signature service account.

(TT) "**PDF Forms Rendering Engine**" means the server-based component of AEM Forms that dynamically renders and Deploys a PDF Form for filling, saving and submission.

(UU) "**Publish Instance**" means the environment that makes content available to Customer's intended audience.

(VV) "**Personal Data**" is given the meaning under the relevant privacy or data protection laws relating to this term or any similar term (such as "personal information" or "personally identifiable information") used in the laws, or where no such laws apply, means any information that by itself or when combined with other information (such as telephone number, e-mail address, precise real-time GPS location, and government-issued identification number) can be used by Adobe to identify a specific natural person. – applicable to on-Demand and managed Services

(WW) "**Products and Services**" means one or more of the following procured by Customer: On-premise Software, On-demand Services, Managed Services, or Professional Services, as set out in the Sales Order.

(XX) "**Product Descriptions and Metrics**" or "**PDM**" means the Product Descriptions and Metrics document that describes the Products and Services and the terms that apply to their use.

(YY) "**Production Software**" means a version of the On-premise Software licensed by Adobe for production use. Production Software is licensed on a 2-CPU basis on a physical deployment and based on the number of vCore/vCPU on a Virtual Machine.

(ZZ) "**Professional Services**" means any consulting, training, implementation, or technical services provided by Adobe to Customer, as set out in the "Adobe Professional Services" section of the Sales Order.

(AAA) "**Report**" means any graphical or numerical display of Customer Data that contains Adobe's proprietary design, look and feel, which is generated by the On-demand Services or Managed Services.

(BBB) "**Reader Features**" means:
(1) certain technology embedded into PDF files by Adobe Forms that enables features in Adobe Acrobat Reader software that would not otherwise be available (e.g., the ability to save documents locally or add annotations); and
(2) metadata (stored on a Computer and/or embedded in an electronic file of a supported file format) that contains or refers to access and usage rights

designed to be enforced by Adobe Forms Rights Management directly or through supported software applications.

(CCC) **"Recipient"** means a person to whom Customer directly or indirectly Deploys Documents. Recipient licenses may not be shared or used by more than one individual Recipient but may be reassigned:
  (1) when new Recipients replace former Recipients who have terminated their engagement with Customer; or
  (2) upon written permission from Adobe.

(DDD) "**Sales Order**" means the sales order form, statement of work, purchase authorization letter, or other written document for the Products and Services that is either (A) executed between Adobe and Customer; or (B) if no such documents are executed between Adobe and Customer and Customer is purchasing through an Adobe Partner, executed between Customer and the Adobe Partner.

(EEE) **"Sensitive Personal Data"** is given the meaning under relevant privacy or data protection laws relating to this term or any similar term (such as "sensitive personal information") used in the laws, or where no such laws apply, means financial information (including financial account information), sexual preferences, medical or health information, and personal information of children protected under any child protection laws (such as the personal information defined under the US Children's Online Privacy Protection Act).

(FFF) **"Server"** means a Computer designed or configured for access by multiple users through a network.

(GGG) **"Service Request"** means an error or question reported to Adobe by one of Customer's Technical Support Contacts based on a material failure of the Adobe software to conform to the published product specifications.

(HHH) **"Service Level Exhibit"** means the document attached hereto or to the applicable Sales Order that describes the Availability, Uptime Percentage and other details for the applicable Covered Services. See Creative Cloud Terms.

(III) **"Staging Server"** means a Server used to assemble, test, and review new or newer versions of applications, to deploy such applications over Customer's Intranet, and only to be accessed by Authorized Users before the applications are moved into live, standby production, or production environments.

(JJJ) **"Transaction"** means when an Electronic Document or a collection of related Electronic Documents are sent to a recipient through the electronic signature service. Each 100 pages or 10 MB is a Transaction.

(KKK) **"Uptime Percentage"** means the Maximum Uptime minus Downtime and divided by Maximum Uptime.

(LLL) "**vCPU" (or "Virtual CPU"); "vCore" (or "Virtual Core").** Virtual Core/Virtual Central Processing Unit (vCore/vCPU): It is the unit of processing power in a Virtual Machine. A vCore/vCPU is the virtual representation of one or more hardware threads in underlying processing core. For licensing purposes, the number of vCores/vCPUs is calculated such that each virtual core/virtual CPU maps to single hardware thread in the underlying processing core.

(MMM) **"Virtual Machine" (or "VM")** means a technical environment that contains the components necessary to operate multiple instances of software installed on a single Computer as if any instance of such software was separately installed on a separate Computer. VM also means a technical environment operating one or more instances of the Software to deliver hosted services and resources over the internet or intranet in which the services and resources can be accessed in a manner that permits such services and resources to be made available "on demand", scaling up or down, to the processing needs of the user over time.

2. Services.

Overview.

Adobe is offering the following Services and the pricing will reflect best customer pricing to the State:

Adobe Creative Cloud: Creative Cloud offers desktop apps, mobile apps, and online services that work seamlessly with Creative Cloud desktop apps. Creative Cloud can be delivered as an On Premise Term solution or as an Adobe Hosted/Amazon Web Services environment.

Adobe Document Cloud: Adobe Document (includes AEM Forms) Cloud allows you to interact with, create, edit, sign, collect, deploy, and manage PDFs. Adobe Document Cloud can be delivered as an On Premise Term solution or as an Adobe Hosted/Amazon Web Services environment.

Adobe Platinum Maintenance and Support (Standard for both service groups).

Standard Service Features.

Adobe offers the following standard service features for hosted & managed service options:
- Full-Service System Management
- 24/7 System Monitoring and Customer Support
- State-of-the-art application security including firewalls and backup systems
- Flexible System Configurations
- Data Backup and Storage
- Fire suppression
- Controlled Environment
- Backup Power
- Video Surveillance
- Physical Facility Security

Adobe offers the following standard service features for on premise term options:
- Platinum Maintenance and Support
- Development Software for testing environments

Optional Service Features.

- Additional Storage is available for Document Cloud. See Addendum C for pricing.

Provision of Services. The Service Provider will make the Services available to the Subscribing Entities pursuant to the Agreement, this Service Attachment, and the applicable Order during each Order Term. The State agrees that purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by the Service Provider regarding future functionality or features.

The Service Provider Responsibilities.

The Service Provider must:

(i) provide the Service Provider's basic support for the Services to the Subscribing Entities at no additional charge, and/or upgraded support if available and if purchased,

(ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for:

    (a) planned downtime (of which the Service Provider must give at least 8 hours notice via the Services and which the Service Provider must schedule as defined in Section 5 below

    (b) any unavailability covered by the Agreement's Excusable Delay clause (See MSA Section 9.2)or by the Service Level section, and

(iii) provide the Services in full accordance with applicable laws and government regulations.

3. **Fees and Payment**

   Fee Structure.

   See Addendum C.

   Fees. The Subscribing Entities will pay all fees specified in an Order hereunder, subject to the Terms of the Service Attachment. Except as otherwise specified herein or in an Order, fees are based on Services purchased and not actual usage, and the number of Object subscriptions (e.g., the number of users) purchased cannot be decreased during the relevant Order Term, except as provided in this Service Attachment. Objects may, however, be increased during an Order Term. Object subscription fees are based on Annual periods that begin on the subscription start date and; therefore, fees for Object subscriptions added in the middle of an annual period will be charged for that full month [and the months] periods remaining in the Annual Subscription Term. Addition of Object subscriptions during a Term does not extend that Term. No Order may specify a Subscription Term not identified and priced in this Attachment. Nor may it cover any billable services not listed in this Service Attachment as a Service.

   After 90 days, the Service Provider may suspend the delinquent Subscribing Entity's access to the unpaid Services until all delinquent amounts are paid, notwithstanding the prohibition

against self-help provided for elsewhere in this Service Attachment, but the Service Provider may not do so if the Subscribing Entity is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

Invoicing and Payment. Fees will be invoiced once per year at the time of annual renewal; additions to the contract will be invoiced when new product is added and otherwise in accordance with the Order and this Service Attachment. Initial Services will be invoiced once Service is activated. Fees are due in accordance with the Terms of this Service Attachment, which no Order may alter. The Subscribing Entity is responsible for providing complete and accurate billing and contact information to the Service Provider and notifying the Service Provider of any changes to such information.

Enterprise Term License Agreement (ETLA).

See Addendum A

4. Proprietary Rights

Reservation of Rights in Services. Subject to the limited rights expressly granted hereunder, the Service Provider reserves all rights, title, and interest in and to the Services, including all related intellectual property rights. No rights are granted to the State or Subscribing Entities hereunder other than as expressly set forth herein or elsewhere in the Agreement.

Restrictions. Subscribing Entities will not intentionally permit any third party to access the Services, except as permitted herein or in an Order, create derivative works based on the Services except as permitted herein or elsewhere in this Service Attachment, reverse engineer the Services, or access the Services to build a competitive product or service or to copy any features, functions, or graphics of the Services. Nothing herein prohibits a Subscribing Entity from porting and hosting Generated Code, as defined in this Service Attachment, to other sites to support its own business purposes during and after any Term of an Order.

State Applications and Code. If a Subscribing Entity, a third party acting on a Subscribing Entity's behalf, or a user creates applications or program code using the Services, such will be part of the Subscribing Entity's Data. The Subscribing Entity authorizes the Service Provider to host, copy, transmit, display, and adapt such applications and program code, solely as necessary for the Service Provider to provide the Services in accordance with this Service Attachment. Subject to the above, the Service Provider acquires no right, title or interest from the Subscribing Entity or its licensors under this Service Attachment in or to such applications or program code, including any intellectual property rights therein, and the Subscribing Entity is entitled to port, use, and host such anywhere.

Subscribing Entity's Data. Subject to the limited rights granted by a Subscribing Entity hereunder, the Service Provider acquires no right, title, or interest from a Subscribing Entity or its licensors under this Agreement in or to the Subscribing Entity's Data, including any intellectual property rights therein.

5. Service Levels

SLAs for the Services.

This Service Attachment includes SLAs that will be used to monitor and manage the Service Provider's performance of Services. The minimum SLAs are listed below, but the Service Provider may supplement them with additional SLAs that are generally applicable to its other Services customers, so long as those additional SLAs cover parameters not addressed in the below SLAs or are more stringent than those listed below. Modifications to the SLAs provided below may only be made by the written Agreement of the State and the Service Provider, except with respect to SLAs the Service Provider offers generally to other customers that are more stringent or in addition to those below. This section specifically excludes On-premise term license deployments.

Availability.

"Availability" or "Available" means the Subscribing Entity's Users are able to access a Service and use all material features and functions of the Service effectively and efficiently and the Service meets all the SLAs contained in this Attachment. "Unavailability" or "Unavailable" means the Subscribing Entity's Users are unable to access the Service or use all the Service's features and functions effectively and efficiently or they do not otherwise meet all SLAs in this Service Attachment, subject to the following:

A Service may be inaccessible to a Subscribing Entity's Users during Planned Scheduled Maintenance. Planned Scheduled Maintenance means any maintenance performed on the Managed services during Adobe's standard maintenance windows, which will occur for less than one hour between 11p.m. and 3 a.m. Eastern Standard Time and on Fridays, but not more than once monthly. Using commercially reasonable efforts, the Service Provider may change the scheduled downtime to other non-business hours upon written notice, to Subscribing Entity no less than four (4) hours before changed scheduled downtime or four hours before close of business on business days if the downtime is not during Business Hours. Scheduled downtime will not be considered times when the Services are Unavailable.

In addition to scheduled downtime, the following will not be considered times when a Service is Unavailable:

(i)   Outages resulting from a Subscribing Entity's equipment or its Internet service provider;
(ii) A Subscribing Entity's negligence or breach of its material obligations under this Service Attachment; and
(iii) Excusable Delays, as provided for and handled in accordance with the Agreement.

SLA Credits.

The "Target Availability Level" is the Service's Availability Level that the Service Provider plans to meet or exceed during each calendar month. The "Service Availability Level" is the number of hours during a particular period that the Service was Available to the Subscribing Entity, excluding scheduled downtime permitted above, divided by the total number of hours during such period. The Target Availability Level is provided in the next section.

The Service Provider must actively monitor and report to the State and each Subscribing Entity any and all Unavailability of a Service monthly, along with reasonable details regarding such Unavailability. The Service Provider must also provide each Subscribing Entity that uses the Service a credit within 30 days of any calendar month in which the Service Availability Level is below the Target Availability Level, calculated as set forth herein.

The applicable credit will be calculated as follows:

> **Exclusive Remedies; Cumulative Service Credits.** Any Service Credits provided pursuant to this Service Level Agreement will constitute Service Providers sole liability and Customer's sole and exclusive remedy for any failure to achieve Uptime Percentages. Failure to achieve the Uptime Percentages for the Covered Service will result in the Service Credit % applicable to each Covered Service, subject to a maximum cumulative Service Credit % of 25% of total Monthly Fees for the Covered Service (regardless of the number of individual service failures in the applicable month).

> **Service Credits** will be provided in the form of an extension to the Customer's License Term for the applicable services stated in the Sales Order as follows:
>> Uptime Percentage: Service Credit:
>> ≥ 95.0% but < 99.0% 1 day
>> ≥ 90.0% but < 95.0% 2 days
>> < 90.0% 3 days
>
> Any such credits must be delivered to the Subscribing Entity within 30 days after the month in which the Service Provider fails to meet the Target Availability Level.

If the Service Provider fails to meet the Target Availability Level for three consecutive calendar months, any affected Subscribing Entity may terminate any or all Orders for that Service for cause without termination fees.

Specific SLAs.

> The Target Availability Level is 99.5% in any calendar month however some products do provide a 99.9% options. See Addendum B 'ADOBE PDM – Adobe Enterprise Support' for terms related to the Enterprise Support.

For a Service to be considered Available, the following parameters also must be met: Availability of the Covered Services means the time the Covered Services are capable of receiving, processing, and responding to requests from authorized users on supported platforms and networks meeting minimum system requirements, excluding Maintenance Minutes. **Minimum Uptime Percentage**: 99.0%.

Uptime Percentage. If during any full calendar month of the term of the Sales Order, the Uptime Percentage is lower than the minimum uptime percentage, and Customer notifies service provider in writing about such Downtime within 10 days of the Downtime, service provider shall provide Customer with a service credit in accordance with the table above titled "Service Credits". If the Service Credit is represented as a percentage value, then it shall be calculated against Monthly Fees and will be paid against future fees. The "Monthly Fee" will be calculated based upon the licensing fees for the Covered Service as stated in the applicable Sales Order. If, for example, the licensing fee for the Covered Service is an annual licensing fee, then the Monthly Fee will be equal to the annual licensing fee applicable to the Covered Service divided by 12.

Adobe Software Licensing Terms and Conditions
The parties cannot change or modify any terms and conditions within this section unless mutually agreed upon.

6. **Outsourcing and Third-Party Access**
   6.1. *Use of Affiliates.* Customer may allow its Affiliates to use and access the Products and Services, only if, and as specified in, a Sales Order.

   6.2. *Outsourcing and Third-Party Access.* Customer may allow a third-party contract to use and access the Products and Services solely to operate the Products and Services on Customer's behalf, but only if:

   6.2.1 upon Adobe's request, Customer provides Adobe with the identity of the contractor and the purpose for the contractor's use or access to the Products and Services.

   6.3 *Customer Responsibility.* If Customer allows any person or entity to use or access the Products and Services, including under sections 6.1 (Use by Affiliates) or 6.2 (Outsourcing and Third-Party Access):

   6.3.1 Customer must ensure that the person or entity agrees to comply with and does comply with the terms of this Service Attachment on the same basis as the terms apply to Customer; and
   6.3.2 Customer is responsible for all acts and omissions of all such person or entity.

   6.4 *No Additional Rights.* For clarity, the rights granted under this section (Outsourcing and Third-Party Access) do not modify the License Metric or increase the number of licenses granted under this Service Attachment.

7. INTELLECTUAL PROPERTY

7.1.   *Ownership.* Adobe and its licensors own the Adobe Technology.

7.2.   *No Modifications.* Customer must not modify, create derivative works of, adapt, translate, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code in, any Adobe Technology. These restrictions will not apply to the extent they limit any non-waivable right Customer may enjoy under applicable law.

8. <u>IMPLIED WARRANTIES.</u> To the maximum extent permitted by law and except for the express warranties in this Service Attachment , Customer acknowledges that (A) neither Adobe, its Affiliates nor its third party providers controls Customer equipment or the transfer of data over communications facilities (including the Internet); (B) the Products and Services may be subject to limitations, interruptions, delays, cancellations, and other problems inherent in the use of the communications facilities (including search engines and social media channels); and (C) it is fully responsible to install appropriate network security updates and patches.   Adobe, its Affiliates, and its third party providers are not responsible for any interruptions, delays, cancellations, delivery failures, data loss, content corruption, packet loss, or other damage resulting from this Section 8.

9. LICENSE COMPLIANCE

9.1. Adobe may, at its expense and no more than once every 12 months, appoint its own personnel or an independent third party (or both) to verify that Customer's use, installation, or deployment of the Products and Services (or other Adobe Technology used in conjunction with the Products and Services) comply with the terms of this Service Attachment.

9.2. For On-premise Software and any Distributed Code, the verification will require Customer to provide within 30 days of request (A) raw data from a software asset management tool of all On-premise Software and Distributed Code installed or deployed by or at the direction of Customer, including installation or deployment on servers owned by Customer or provided by third parties; (B) all valid purchase documentation for all On-premise Software and Distributed Code; and (C) any information reasonably requested by Adobe.

9.3. Any verification may include an onsite audit conducted at Customer's relevant places of business upon 7 days' prior notice, during regular business hours, and will not unreasonably interfere with Customer's business activities.

9.4. If the verification shows that Customer, its Affiliates or third-party contractors of Customer or its Affiliates are deploying, installing or using the Products and Services (or other Adobe Technology used in conjunction with the Products and Services) (A) beyond the quantity that was legitimately licensed; or (B) in any way not permitted under this Service Attachment, so that additional fees apply, Customer must pay the additional license fees and any applicable related maintenance and support fees

within 30 days of invoice date.

10. General Provisions

10.1.   A*ssignment (additional language).*

10.1.1. Adobe may assign this Service Attachment (or a part of it) to its Affiliates or a surviving person under a merger or acquisition of Adobe or the assets of the business to which this Agreement relates, upon written notice to Customer.

10.1.2. Customer may reassign licenses within their agency but will need to notify Adobe, in writing, about the reassignment.

10.2 *Injunctive Relief.* Actual or threatened breach of certain sections of this Service Attachment (such as, without limitation, provisions on intellectual property (including ownership), license, privacy, data protection and confidentiality) may cause immediate, irreparable harm that is difficult to calculate and cannot be remedied by the payment of damages alone. Either Party will be entitled to seek preliminary and permanent injunctive relief and other equitable relief for any such breach.

10.3 No Agency. Nothing in this Service Attachment is intended to constitute a fiduciary relationship, agency, joint venture, partnership, or trust between the Parties. No Party has authority to bind the other Party.

10.4 *Third-Party Notices.*

Third-Party On-premise Software Notices. The creators of certain public standards and publicly available code, as well as other third party licensors, require that certain notices be passed through to the end users of the On-premise Software. These third party notices are located at www.adobe.com/products/eula/third_party/index.html (or a successor website thereto) ("Third Party Notice Page").

AVC AND MPEG-2 DISTRIBUTION. The notices applicable to On-premise Software containing AVC and MPEG-2 import and export functionality are located on the Third-Party Notice Page.

10.5 *Trade Rules.* Customer acknowledges that the Products and Services may be subject to the trade control laws and regulations of the United States and other national governments, and Customer will comply with them.

10.6   *U.S. Government Licensing. For US Government end users:* Customer acknowledges that Products and Services are "Commercial Item(s)," as that term is defined at 48 C.F.R. section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as the terms are used in 48 C.F.R. section 12.212 or 48 C.F.R. section 227.7202, as applicable. Customer agrees, consistent with 48 C.F.R. section 12.212 or 48 C.F.R. sections 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (A) only as Commercial Items; and (B) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights reserved under the copyright laws of the United States.

11. LICENSE AND RESTRICTIONS

11.1.   *License Grant from Adobe*

11.1.1. Subject to the terms of this Service Attachment, Adobe grants Customer, during the License Term, a non-transferable, non-exclusive, and worldwide license to:

11.1.1.1.   permit On-demand Users or Managed Services Users to access the On-demand Services or Managed Services, as applicable, through the applicable interfaces;

11.1.1.2.   install, implement, and use the Distributed Code on Customer Sites, Customer's Computers, or the On-demand Users' or Managed Services Users' Computers as applicable;

11.1.1.3.   use and distribute Reports internally within Customer's business; and

11.1.1.4.   for Managed Services, develop and test Customer Customizations (as defined in this Service Attachment) for the purpose of evaluating potential configurations of the Managed Services, and conduct quality testing of Customer Customizations, solely in connection with Customer's use of the On-demand Services or Managed Services, as applicable, for its internal operations. Nothing in the Service Attachment grants Customer any express or implied license to use, distribute, modify, copy, link, or translate the Distributed Code, other than for Customer's lawful use of the On-demand Services or Managed Services, as applicable.

11.2.   *License Restrictions*

Except as permitted under this Service Attachment, Customer must not:

11.2.1. copy, use, reproduce, distribute, republish, download, display, post or transmit the On-demand Services, Managed Services, Distributed Code, or Reports;

11.2.2. sell, rent, lease, host, or sub-license the On-demand Services, Managed Services, Distributed Code, or Reports;

11.2.3. make Customer's login IDs or passwords available to any third party;

11.2.4. use, modify, copy, link, translate, or reverse engineer the Distributed Code to enhance or enable the use of any third-party product or service;

11.2.5. remove, obscure, or alter any proprietary notices associated with the On-demand Services, Managed Services, Distributed Code, or Reports;

11.2.6. use the On-demand Services, Managed Services, Distributed Code, or Reports in violation of any applicable law (including use on websites that contain unlawful material such as material that violates any obscenity, defamation, harassment, privacy, or intellectual property laws); or

11.2.7. for Managed Services, attempt to interact with the operating system underlying the Managed Services.

11.3.   **On-demand and Managed Services User IDs.** Unless otherwise specifically limited in the Sales Order, On-demand User and Managed Services User login IDs and passwords for the On-demand Services or Managed Services, as applicable, will be provided to Customer in an amount mutually agreed upon by Customer and Service Provider. Customer must take steps to prevent unauthorized access to its login IDs and passwords, and must not allow the use of the same login ID simultaneously by two or more On-demand Users or Managed Services Users.

11.4.   **License Grant from Customer**

11.4.1. During the License Term, Customer grants Adobe and its Affiliates a non-exclusive, worldwide, royalty-free license to use, copy, transmit, sub-license, index, store, and display Customer Data and Customer Content, solely to the extent necessary to provide the On-demand Services or Managed Services, as applicable, and Reports to Customer and enforce its rights under this Service Attachment.

11.4.2. Additionally, Customer grants Adobe and its Affiliates a non-exclusive, perpetual, worldwide, and royalty-free license to use, copy, transmit, sub-license, index, model, aggregate (including combination with similar data of other customers of Adobe or its Affiliates), publish, display, and distribute any anonymous information derived from Customer Data, such as, but not limited to, web browser, screen resolution, and mobile device-type information.

12. OWNERSHIP

12.1.   Customer owns the Customer Data and Customer Content, subject to Adobe's underlying intellectual property in the Adobe Technology. Adobe owns the Adobe Technology.

13. EFFECT OF TERMINATION OR EXPIRATION

13.1.   Upon termination or expiration of any License Term for On-demand Services or Managed Services:

13.1.1. the license and associated rights for On-demand Services or Managed Services, as applicable, granted to Customer under this Service Attachment will terminate at the end of the ordered term defined in the Sales Order;

13.1.2. at the end of the ordered term, Customer must, at its expense: (1) remove and delete all copies of the Distributed Code; and (2) remove all references and links to the On-demand Services or Managed Services, as applicable, from the Customer Sites; and

13.1.3. Customer Data and Customer Content stored within the On-demand Services will be available to Customer for 90 days after the termination or expiration in the same format then available within the reporting interface(s).

13.2.   Any continued use of the Distributed Code, On-demand Services, or Managed Services after termination or expiration of the ordered term constitutes a breach of this Service Attachment, and Customer will be liable for any fees for any On-demand Services or Managed Services that remain active after the termination or expiration. These fees will be invoiced to Customer at the rate set out in the Sales Order.

13.3.   With respect to Managed Services, notwithstanding anything set forth in the General Terms, if Adobe determines, in its sole judgment, that Customer's deployment of the Managed Services contains a material risk to the security of Adobe, any customer of Adobe, or to the continued normal operation of other Adobe customers, then Adobe may at any time, upon written notice to Customer, immediately terminate or suspend Customer's access, in whole or in part, to the Managed Services, until such risk is resolved. Adobe will use commercially reasonable efforts to mitigate any such security or operational risk prior to suspension or termination and only will look to such efforts as a final option to avoid such risks. Further, Adobe may terminate or suspend Customer's access, in whole or in part, to the Managed Services, if Adobe deems, in its sole judgment, that such termination or suspension is necessary to protect Adobe, its

suppliers, and its other customers from impact or liability under the security or operational risks discussed herein. Customer will be notified, via email, regarding any material risk to the security of Adobe.

14. PRIVACY

14.1. *Privacy Policy.* For Customer Site(s) on which Customer Data is collected or Customer Content is served, Customer agrees that the Customer Site(s) will feature a privacy policy or other notice, displayed conspicuously from the primary interface, that:

14.1.1. discloses Customer's privacy practices;

14.1.2. identifies the collection (via cookies, web beacons, and similar technologies, where applicable) and use of information gathered in connection with the On-demand Services or Managed Services, as applicable; and

14.1.3. offers individuals an opportunity to opt out of (or opt-in if applicable law requires) the collection or use of data gathered in connection with the On-demand Services or Managed Services, as applicable. Adobe reserves the right to recommend to Customer that it modify its privacy disclosures to address updates or changes to applicable law, industry self-regulation, or best practices, and Customer agrees to undertake a good faith effort to address such recommendation(s).

14.2. *Sensitive Personal Data.* Customer must not use the On-demand Services or Managed Services to collect, process, or store any Sensitive Personal Data of its employees, customers, partners, site visitors, or any third party. Customer must not transmit, disclose, or make available Sensitive Personal Data to Adobe or third-party providers.

15. CONTENT MONITORING

15.1. Customer must implement a process through which infringing, abusive, or otherwise unlawful content can be reported to Customer and removed in accordance with applicable laws, regulations, rules, guidelines, codes, and industry best practices. If Customer Content is hosted by Adobe, and Customer becomes aware of a possible violation regarding any Customer Content that is uploaded to the On-demand Services or Managed Services, as applicable, Customer must promptly notify Adobe. Customer acknowledges that although the On-demand Services and Managed Services may be used to modify or edit Customer Content to be posted or integrated into Customer Sites on Customer's behalf, Customer: (A) retains complete control over each Customer Site, and all Customer Content; and (B) remains fully responsible for ensuring that all Customer Sites used with the On-demand Services or Managed Services, and all Customer Content: (1) comply with all applicable laws, regulations, rules, guidelines, and codes; and (2) do not infringe any person's or entity's rights. Customer acknowledges and agrees that nothing in this section prevents Adobe from suspending services to comply with an applicable court order.

16. LIMITED WARRANTY; REMEDIES

16.1. *Warranty.* Adobe warrants that the On-demand Services or Managed Services, as applicable, as delivered to Customer will substantially conform to the applicable

Documentation during the License Term, to the extent the On-demand Services or Managed Services constitute Indemnified Technology. Customer must notify Adobe of a claim under this warranty within 30 days of the date on which the condition giving rise to the claim first appeared.

16.2.   *Sole and Exclusive Remedies.* To the extent permitted by law, Customer's sole and exclusive remedy and Adobe's sole liability arising out of or in connection with a breach of the warranty in section 16.1 (Warranty) of this Service Attachment is limited to:

(A) a replacement of the Distributed Code (as applicable); or
(B) if replacement is not commercially reasonable, a termination of the applicable On-demand Service or Managed Service and a refund of any pre-paid unused fees for the applicable On-demand Service or Managed Service.

17. Data Retention

17.1.   Ohio does not intend to use the on-demand capabilities of the Adobe software. Accordingly, Adobe will provide the Adobe software with the On-demand capabilities disabled. Ohio agrees that it will not use the On-demand capabilities of the Products and Services under this Agreement at this time, and that the Products and Services can be configured so as to prevent any Users from doing so. If at some point in the future, the Customer desires to enable the On-demand capabilities of the Products and Services, the parties will work in good faith to amend the Agreement to incorporate provisions governing their use.

18. Additional License Terms – Specific to ColdFusion

18.1.   Adobe grants Customer a license to install and use the Production Software on a per-CPU basis as provided herein or in separate writing. For each Computer on which Production Software is installed, the minimum number of Production Software licenses that are required may not be less than the total number of CPUs on the Computer. For example if a Computer has four (4) CPUs and the Production Software license is for two (2) CPUs, Customer must obtain 2 Production Software licenses for such Computer.

18.2.   Virtual Machine License.

18.2.1. Virtual Machine License based on pCPU/vCPU/vCore.

18.2.1.1. Enterprise License for multiple VM. If Customer has obtained a Production Software license to the enterprise version of the On-premise Software, Adobe grants Customer the right to run an unlimited number of VM instances of the On-premise Software, as long as Customer has obtained a valid license, pursuant to Sales Order, for all the pCPUs of the underlying Computer(s) operating the VMs.

18.2.1.2. Enterprise License for Single VM. If Customer has obtained a Production Software licenses to the enterprise version of the On-premise Software, Adobe grants Customer the right to run a single VM instance for each valid license of Production Software that Customer has obtained of the On-premise Software, as long as the number of vCore/vCPU assigned to such VM is less

than or equal to eight (8) and Customer has obtained a valid license. For clarity, each Production Software License can run on a maximum of a single VM instance, provided that the number of vCore/vCPU assigned to such VM is less than or equal to eight (8). For example, if Customer has a ten (10) vCore/vCPU in a single VM instance, Customer would need two (2) Production Software licenses.

18.2.1.3. Standard License. If Customer has obtained a Production Software license to the standard version of the On-premise Software, Adobe grants Customer the right to run a single VM instance for each valid license of Production Software that Customer has obtained, as long as the number of vCore/vCPU assigned to such VM is less than or equal to two (2) and Customer has obtained a valid license. For clarity, each Production Software License can run on a maximum of one VM instance, provided that the number of vCore/vCPU assigned to such VM is less than or equal to two. For example, if Customer has a 5 vCore/vCPU in a single VM instance, Customer would need three (3) Production Software licenses.

18.2.2. Virtual Machine License based on processing power.

18.2.2.1. Enterprise License. If Customer has obtained a Production Software license of the enterprise version of the On-premise Software, Adobe grants Customer the right to operate the On-premise Software on a single VM instance as long as the processing power of such VM instances measured in Gigahertz (GHz) is equal to 16 Gigahertz (GHz) or less. For Clarity, the minimum number of Production Software licenses that are required to be obtained by Customer to run on single VM Instance, is equal to the processing power of such VM instances measured in Gigahertz (GHz) divided by 16 and rounded to the next integer in case the division by 16 is a non-integer.

18.2.2.2. Standard License. If Customer has obtained the Production Software licenses to the standard version of the On-premise Software, Adobe grants Customer the right to operate the On-premise Software on a single VM instance as long as the processing power of such VM instances measured in Gigahertz (GHz) is equal to 5 Gigahertz (GHz) or less. Each Production Software License can run on a maximum of single VM instance, provided that instance is less than or equal to 5 GHZ in processing power. For example, if Customer has a VM instance of 7 GHz, Customer cannot use a single Production Software license. Customer could create two (2) VM instances of 4 GHz and 3 GHz which would require two (2) Production Software licenses, one for each VM instance.

18.3.   *Development License.* This Section applies only if Customer has obtained one or more separate Production Software licenses.

18.3.1. For each license of Production Software obtained by the Customer, Adobe grants Customer a license to install and use the On-premise Software as Development Software on one Server. Customer must separately obtain the right to install or use the On-premise Software as Development Software on more than one Server. In addition to the other terms contained herein, Customer's license to the Development Software is limited to use in Customer's technical environment strictly

for testing, development, and staging purposes, to be used and accessed by Authorized Users over the Customer's Intranet.

18.3.2. Development Software Restrictions. Customer shall not (a) use the Development Software for any application deployment in a live or standby production environment, in each case, including, without limitation, in any environment accessed by application end users including but not limited to servers, workstations, kiosks, or mobile computers; or (b) use the Development Software to deploy applications that are accessed by end users.

18.3.3. Developer Edition Software. Adobe grants Customer a license to install and use the Developer Edition Software on one Computer workstation. Customer must separately obtain the right to install or use the On-premise Software as Developer Edition Software on more than one workstation. In addition to the other terms contained herein, Customer's license to the Developer Edition Software is limited to use in Customer's technical environment strictly for testing and development purposes and not for staging or live or standby production purposes.

18.3.4. Developer Edition Software Restrictions. Customer shall not (a) use the Developer Edition Software for any application deployment in a live or standby production environment, in each case, including, without limitation, in any environment accessed by application end-users including but not limited to servers, workstations, kiosks, or mobile computers; (b) access the Developer Edition Software from more than two IP addresses at any given time; or (c) use the Developer Edition Software to deploy applications that are accessed by end users. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE DEVELOPER EDITION SOFTWARE IS PROVIDED AT NO CHARGE TO CUSTOMER BY ADOBE AND IS ON AN AS IS BASIS, AND ADOBE DISCLAIMS ALL WARRANTY OR LIABILITY OBLIGATIONS TO CUSTOMER OF ANY KIND.

19. Additional Restrictions

19.1.   *Use in Compliance with the Law.* As between Customer and Adobe, Customer shall remain responsible for liability resulting from Customer's use of the On-premise Software in a way that violates (or that produces content that violates) any law or the rights of others including, without limitation, laws concerning copyright infringement or privacy as determined by a court of competent jurisdiction.

PRODUCT SPECIFIC LICENSING TERMS FOR ON-PREMISE SOFTWARE

20. PRODUCT SPECIFIC LICENSING TERMS FOR ON-PREMISE SOFTWARE – Creative Cloud, Document Cloud & Desktop

20.1.   *Term-Based License.* For term-based licenses of On-premise Software (such as Creative Cloud for Enterprise), the terms of this Service Attachment for On-premise Software will govern Customer's use of such On-premise Software, subject to the following additional terms:

20.2.   *Dual Boot Platform.* If Customer has only purchased the On-premise Software for use only on a specific operating system, then Customer must purchase a separate license for use of the On-premise Software on 2 operating systems. For example, if Customer purchased On-premise Software for Windows, then Customer must purchase

On-premise Software for Mac if Customer wants to install the On-premise Software on both the Mac OS and Windows operating system platforms on a Computer that runs both of those platforms (i.e., a dual boot machine).

20.3.   *Distribution from a Server.* Customer may copy an image of the On-premise Software onto a Computer file server within Customer's Intranet ("**Server**") for the purpose of downloading and installing the On-premise Software onto Computers within the same Intranet.

20.4.   Server Use.

20.4.1. Except as otherwise permitted in the Sales Order, Customer may not install the On-premise Software on a Server. If permitted in the Sales Order, then Customer may install the On-premise Software on a Server for the purpose of allowing an individual from a Computer within the same Intranet ("**Network User**") to access and use the On-premise Software. If expressly permitted by Adobe, "Intranet" may include web hosting services with dedicated physical server space and restricted access to Customer only. The Network User who has access to or may use such On-premise Software on the Server is referred to as "**Server Software User**". Neither the total number of Server Software Users (not the concurrent number of users) nor the total number of Computers capable of accessing the On-premise Software installed on the Server may exceed the license quantity. By way of example, if Customer has purchased 10 On-premise Software licenses (license quantity is 10) and Customer elects to install the On-premise Software on a Server, then Customer can only allow up to 10 Server Software Users access to the On-premise Software (even though Customer may have more than 10 Network Users or fewer than 10 concurrent users of the On-premise Software).

20.4.2. For clarification and without limitation, the foregoing does not permit Customer to install or access (either directly or through commands, data, or instructions) the On-premise Software:

20.4.2.1.   from or to a Computer not part of Customer's Intranet;
20.4.2.2.   for enabling web hosted workgroups or web hosted services available to the public;
20.4.2.3.   by any individual or entity to use, download, copy, or otherwise benefit from the functionality of the On-premise Software unless licensed to do so by Adobe;
20.4.2.4.   as a component of a system, workflow or service accessible by more than the permitted number of users; or
20.4.2.5.   for operations not initiated by an individual user (e.g., automated server processing).

20.5.   *License for Non-Serialized On-premise Software (such as evaluation or pre-release version).* The On-premise Software may be non-serialized (i.e. the Software may allow installation and use without input of a serial number during the License Term). If so, Customer may only install such non-serialized On-premise Software on any number of computers as part of an organizational deployment plan (e.g., IT team including certain software in the ghost image when formatting and configuring

computers in a department) during the License Term. Further, Customer may install and use such non-serialized On-premise Software for demonstration, evaluation, and training purposes only and only if any output files or other materials produced through such use are used only for internal, non-commercial and non-production purposes. The non-serialized On-premise Software is provided AS-IS. Access to and use of any output files created with such non-serialized On-premise Software is entirely at Customer's own risk.

20.6.   *Membership-Based License.*   This Section applies to On-premise Software provided to Customer as part of the membership for Creative Cloud for Team ("**Membership**"):

20.7.   *Software License Included in the Membership.* If Customer has purchased a membership to use the On-premise Software, then subject to Customer's compliance with this Service Attachment, Adobe grants Customer a non-exclusive license to install and use the On-premise Software: (a) so long as Customer's membership is valid, and (b) so long as such use is consistent with this Service Attachment.

20.8.   *Availability.* Adobe may change the type of On-premise Software (such as specific products, components, versions, platforms, languages, etc.) included in the Membership at any time without liability to Customer. Customer may not enable or allow others to use the On-premise Software under Customer's Adobe ID.

20.9.   *Activation and Update.* Customer may activate the On-premise Software on up to 2 Computers within Customer's direct control for Customer's exclusive use for the benefit and business of Customer, provided that these activations are associated with the same user identity. However, Customer may not use the On-premise Software on these 2 Computers simultaneously. If Customer licenses the On-Premise Software on a per Computer basis, then Customer may install the On-Premise Software on only 1 Computer. The On-Premise Software may automatically download and install updates from time to time from Adobe. These updates may take the form of bug fixes, new features, or new versions. Customer agrees to receive such dates from Adobe as part of Customer's use of the On-Premise Software.

20.10.   *Content Files.* Unless stated otherwise in the Sales Order or specific license associated with the content files (e.g., stock photos, graphics) included with the On-premise Software, Customer may use, display, modify, reproduce, and distribute any of the Content Files. However, Customer may not distribute such content files on a stand-alone basis (i.e., in circumstances in which the content files constitute the primary value of the product being distributed), and Customer must not claim any trademark rights in the content files or derivative works thereof.

20.11.   *Font Software.* As applies to fonts in the On-premise Software:

20.11.1.   Customer may take a copy of the font(s) Customer has used for a particular file to a commercial printer or other service bureau, and such service bureau may use the font(s) to process Customer's file, provided such service bureau has a valid license to use that particular font software.

20.11.2.   Customer may embed copies of the font software into its electronic documents for the purpose of printing, viewing, and editing the document. No other embedding rights are implied or permitted under this license.

20.11.3.   As an exception to the above, the fonts listed at http://www.adobe.com/go/restricted_fonts are included with the On-premise Software only for purposes of operation of the On-premise Software user interface and not for inclusion within any Output Files. Such listed fonts are not licensed under this Section. Customer agrees that it will not copy, move, activate or use, or allow any font management tool to copy, move, activate or use, such listed fonts in or with any software application, program, or file other than the On-premise Software.

20.11.4.   Open-Source Fonts. Some fonts distributed by Adobe with the On-premise Software may be open-source fonts. Customer's use of these open-source fonts will be governed by the applicable license terms available at http://www.adobe.com/products/type/font-licensing/end-user-licensing-agreements.html.

20.12.   *After Effects Render Engine*. If the On-premise Software includes the full version of Adobe After Effects, then Customer may install an unlimited number of Render Engines on Computers within its Intranet which includes at least one Computer on which the full version of the Adobe After Effects software is installed. The term "Render Engine" means an installable portion of the On-premise Software that allows After Effects projects to be rendered but which cannot be used to create or modify projects and does not include the complete After Effects user interface.

20.13.   *Adobe Runtime*. If the On-premise Software includes Adobe AIR, Adobe Flash Player, Shockwave Player, or Authorware Player (collectively "**Adobe Runtime**"):

20.14.   *Adobe Runtime Restrictions*. Customer must not use Adobe Runtime on any non-PC device or with any embedded or device version of any operating system. For the avoidance of doubt, and by example only, Customer may not use Adobe Runtime on any (a) mobile device, set top box, handheld, phone, game console, TV, DVD player, media center (other than with Windows XP Media Center Edition and its successors), electronic billboard or other digital signage, Internet appliance or other Internet-connected device, PDA, medical device, ATM, telematic device, gaming machine, home automation system, kiosk, remote control device, or any other consumer electronics device; (b) operator-based mobile, cable, satellite, or television system; or (c) other closed system device. Additional information on licensing Adobe Runtime is available at http://www.adobe.com/go/licensing.

20.15.   *Adobe Runtime Distribution*. Customer must not distribute an Adobe Runtime except as a fully integrated portion of a developer application that is created using the On-premise Software, including the utilities provided with the On-premise Software, for example as part of an application that is packaged to run on the Apple iOS or Android™ operating systems. Distribution of the resulting Output File or developer application on a non-PC device requires Customer to obtain licenses which may be subject to additional royalties. It is solely Customer's responsibility to obtain licenses for non-PC devices and pay applicable royalties; Adobe grants no license to any third party technologies to run developer applications or Output files on non-PC devices under this Service

Attachment. Except as expressly provided in this section, Customer has no rights to distribute Adobe Runtime.

20.16.   *Adobe Presenter*. If the On-premise Software includes Adobe Presenter and Customer installs or uses the Adobe Connect Add-in in connection with the use of the On-premise Software, Customer agrees to refrain from installing or using the Adobe Connect add-in on anything other than a desktop Computer, and agree not to install or use the Adobe Add-In on any non-PC product, including, but not limited to, a web appliance, set top box, handheld, phone, or web pad device. Further, the portion of the On-premise Software that is embedded in a presentation, information, or content created and generated using the On-premise Software (the "**Adobe Presenter Run-Time**") may only be used together with the presentation, information, or content in which it is embedded. Any violation of use by Customer to modify, reverse engineer or disassemble the Adobe Presenter Run-Time   will cause all licensees of such presentation, information, or content inaccessible to Customer.

20.17.   *Flash Builder with LiveCycle Data Services (LCDS) Data Management Library.* Adobe Flash Builder may include the fds.swc library. Customer must not use fds.swc for any purpose other than to provide client-side data management capabilities and as an output file within software Customer develops, subject to the following: Customer must not (a) use fds.swc to enable associations or offline capabilities within software or (b) incorporate fds.swc into any software that is similar to Adobe LiveCycle Data Services or BlazeDS. If Customer would like to do any of the foregoing, Customer will need to request a separate license from Adobe.

20.18.   *Digital Publishing Suite and InDesign*. If the On-premise Software includes certain components designed to work with or access the Adobe Digital Publishing Suite services ("**DPS**"; such components are referred to as "**DPS Desktop Tools**"), then Customer must not install and use the DPS Desktop Tools for any purpose other than to: (a) create or produce the content to be displayed within a Content Viewer (as defined in the terms of use related to DPS; such content is referred to as "**Output**"); (b) evaluate and testing the Output; or (c) where available, accessing and using DPS. Except as explicitly permitted in this section, Customer must not display, distribute, modify, or publicly perform the DPS Desktop Tools.

20.19.   *Third-Party Notices*. Adobe is required to include the following notices, which do not preclude the Customer from using the On-premise Software generally for its business uses.

20.19.1.   *AVC DISTRIBUTION*. The following notice applies to On-premise Software containing AVC import and export functionality: THIS PRODUCT IS LICENSED UNDER THE AVC PATENT PORTFOLIO LICENSE FOR THE PERSONAL NON-COMMERCIAL USE OF A CONSUMER TO (a) ENCODE VIDEO IN COMPLIANCE WITH THE AVC STANDARD ("AVC VIDEO") AND/OR (b) DECODE AVC VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE AVC VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE

http://www.adobe.com/go/mpegla. In compliance with this Service Attachment, no orders for any products are to be placed via this web site.

20.19.2. *MPEG-2 DISTRIBUTION.* The following notice applies to On-premise Software containing MPEG 2 import and export functionality: USE OF THIS PRODUCT OTHER THAN CONSUMER PERSONAL USE IN ANY MANNER THAT COMPLIES WITH THE MPEG 2 STANDARD FOR ENCODING VIDEO INFORMATION FOR PACKAGED MEDIA IS EXPRESSLY PROHIBITED WITHOUT A LICENSE UNDER APPLICABLE PATENTS IN THE MPEG 2 PATENT PORTFOLIO, WHICH LICENSE IS AVAILABLE FROM MPEG LA, L.L.C. 250 STEELE STREET, SUITE 300 DENVER, COLORADO 80206.

20.20. AEM Forms

20.20.1. **License Metric.** AEM Forms is licensed per CPU.

20.20.2. **Description.** AEM Forms includes the following capabilities. Use of these capabilities is licensed to Customer for use on each licensed AEM Forms CPU:

20.20.2.1. **AEM Sites Limited Functionality for Forms Management.** AEM Forms Portal allows for access and limited use of AEM Sites functionality.

20.20.2.2. **AEM Form Portal User Access.** Customer is granted a reasonable number of AEM Users needed to administer and access AEM Sites and AEM Assets each as part of AEM Forms. These AEM Users are limited to accessing AEM Sites and AEM Assets for the limited functionality included as part of AEM Forms only and are not granted access to full AEM Sites or AEM Assets functionality. Recipients are allowed to complete and return forms using electronic processes in AEM Forms; however, Recipients are not allowed to have direct access to the AEM Forms On-premise Software.

20.20.3. **PDF Forms with Reader Extensions.**

20.20.3.1. **PDF Forms.** Customer may use PDF Forms to render, prefill and extract data from Documents, enable standard capabilities in the free Adobe Acrobat Reader, and manage Documents.

20.20.3.2. **Reader Extensions.** When Reader Extensions is used on Documents it enables Customer to activate additional Reader Features in Adobe Acrobat Reader.

20.20.4. **For each AEM Forms CPU licensed:**

20.20.4.1. Customer may use Reader Extensions on up to 100 unique Documents and Deploy these Documents to an unlimited number of Recipients.

20.20.4.2. Customer may use Reader Extensions on an unlimited number of Documents when the Document has been rendered by the PDF Forms Rendering Engine immediately prior to its Deployment and use by a Recipient. In this unlimited use scenario, the Reader Extended Document may not be posted to a website or otherwise Deployed to more than one Recipient without re-rendering the Document using the PDF Forms Rendering Engine.

20.20.5. **Fonts.** AEM Forms includes font software that Customer may use on Customer's Computers that have AEM Forms installed.

21. PRODUCT SPECIFIC LICENSING TERMS FOR ON-DEMAND SERVICES

21.1. **Privacy. The Privacy Policy at http://www.adobe.com/go/privacy governs any information Customer provides to Adobe (including any personal information in the Customer Content).**

21.2. **Use of Service.** Customer may only use the On-demand Service for its own business purposes. Customer agrees that the use of Electronic Signatures is governed by, and Customer is responsible for complying with the laws, policies and regulations of individual countries, regions and industries.

21.2.1. **Modification.** Adobe may modify or discontinue the On-demand Services or any portions or service features thereof at any time without liability to Customer or anyone else. Adobe will notify Customer before Adobe makes any changes and will work with Customer to upgrade products that are end of life, if possible. Adobe will also allow Customer a reasonable time to download its Customer Content. If Adobe discontinues an On-demand Service in its entirety, then Adobe will provide Customer with a pro rata refund for any unused fees for that Online Service that Customer may have prepaid.

21.2.2. **Storage.** When the On-demand Services provide storage, Adobe recommends that Customer continues to back up its content regularly. Adobe may create reasonable limits on the use of Customer Content, such as limits on file size, storage space, processing capacity, and other technical limits. Adobe may suspend the On-demand Services until Customer is within the storage space limit associated with Customer's account.

21.2.3. **User-Generated Content.** The On-demand Services may contain user-generated content that is (a) inappropriate for minors, (b) illegal in some countries; or (c) inappropriate for viewing at work. If Customer wants to prevent viewing of or access to user-generated content, it should either (a) disable On-demand Services access in the Creative Cloud Packager, where that functionality is made available, or (b) block access to the On-demand Services via its network firewall. On-demand Services are not, under any circumstances, available to users under the age of 13. Adobe disclaims liability for all user-generated content available via the On-demand Services. Any dispute about the On-demand Services or content that is available there shall be governed by the law and take place in the venue designated in the applicable terms of use. Customer is not entitled to a refund and Adobe is not liable in the event that access to the On-demand Services is slowed or blocked as a result of governmental or service provider action, or if Adobe blocks access to some or all of the On-demand Services if it deems, in its sole discretion, that such a block is necessary to comply with local laws.

21.2.4. **Additional License Restrictions.** In addition to the restrictions stated in the Exhibit for On-demand Services and Managed Services, Customer must not:

21.2.4.1. use the content or software included in the On-demand Services to construct any kind of database;

21.2.4.2. attempt to disable, impair, or destroy the On-demand Services, software, or hardware;

21.2.4.3. place advertisement of any products or services through the On-demand Services;

21.2.4.4. use any data mining or similar data gathering and extraction methods in connection with the On-demand Services;

21.2.4.5. access or attempt to access the On-demand Services by any means other than the interface Adobe provided;

21.2.4.6. circumvent any access or use restrictions put into place to prevent certain uses of the On-demand Services; or

21.2.4.7. impersonate any person or entity, or falsely state or otherwise misrepresent Customer's affiliation with a person or entity.

21.2.5. Accessing and Sharing Customer Content.

    21.2.5.1. **Sharing.** Some On-demand Services may allow Customer to Share Customer Content. "Share" means to email, post, transmit, upload, or otherwise make available (whether to Adobe or other users) through Customer's use of the On-demand Services. Other users may use, copy, modify, or re-share Customer Content in many ways. Customer should consider carefully what it chooses to Share or make public as Customer is entirely responsible for the Customer Content that it Shares.

    21.2.5.2. Level of Access. Adobe does not monitor or control what others do with Customer Content. Customer is responsible for determining the limitations that are placed on Customer Content and for applying the appropriate level of access to Customer Content. If Customer does not choose the access level to apply to Customer Content, the system may default to its most permissive setting. It's Customer's responsibility to let other users know how Customer Content may be shared and adjust the setting related to accessing or sharing of Customer Content.

    21.2.5.3. **Comments.** The On-demand Services may allow Customer to comment on content. Comments are not anonymous and may be viewed by other users. Customer's comments may be deleted by Customer, other Users, or Adobe.

21.2.6. **Termination of License.** Customer may revoke this license and terminate our rights at any time by removing Customer Content from the On-demand Services. However, some copies of Customer Content may be retained as part of Adobe's routine backups.

21.2.7. **Feedback.** Customer has no obligation to provide Adobe with ideas, suggestions or proposals ("Feedback"). However, if Customer submits Feedback to Adobe, then Customer grants Adobe a non-exclusive, worldwide, royalty-free license that is sub-licensable and transferrable, to use, reproduce, publicly display, distribute, modify, and publicly perform the Feedback.

21.3. Investigations.

21.3.1. **Screening.** Adobe does not review all content uploaded to the On-demand Services but Adobe may use available technologies or processes to screen for certain types of illegal content (for example, child pornography) or other abusive content or behavior (for example, patterns of activity that indicate spam or phishing, or keywords).

21.3.2. **Disclosure.** Adobe may access or disclose information about Customer, or Customer's use of the On-demand Services, (a) when it is required by Law (such as when Adobe receives a valid subpoena or search warrant); (b) to respond to Customer's requests for customer service support; or (c) when Adobe, in its discretion, thinks it is necessary to protect the rights, property, or personal safety of Adobe, its users, or the public.

21.4. Managed Services.

21.4.1. If Customer has purchased Creative Cloud for enterprise with managed services ("CCMS"), then Customer may only use the Adobe Experience Manager Assets ("AEM") included as part of the CCMS as follows:

    21.4.1.1. Customer may not use AEM other than to facilitate file sharing within its organization using CCMS.

    21.4.1.2. Customer may access the AEM system console only for the purpose of managing access within its organization to the AEM system.

21.4.1.3. Customer may use the application program interface (API) included in AEM for the purpose of storing and retrieving content as relates to CCMS and for the purpose of managing access to the AEM system.

21.5. Adobe provides recommended configuration and user count for CCMS. The performance of CCMS may not be optimal if Customer deviates from the recommended configuration or user count.

21.6. **Transition Assistance**. If Customer is in compliance with the applicable license terms, Adobe will use commercially reasonable efforts to assist Customer in transitioning Customer Data out of the electronic signature service. The transition must be completed within 30 days of the termination or expiration of Customer's license to the electronic signature service. At the end of this 30 day transition period, Adobe reserves the right to delete any Customer Data and information relating to Customer's use of the electronic signature service. Subject to Adobe's obligation to provide Customer with transition assistance described in this paragraph, upon termination or expiration of the applicable license terms, Customer's license to the electronic signature service will immediately terminate.

21.7. **Privacy, Information Security, and Compliance**.

21.7.1. **Sensitive Personal Information**. The Sensitive Personal Data section of the Exhibit for On-demand and Managed Services does not apply to Customer's use of the electronic signature service. If applicable, Customer is solely responsible for compliance with the Children's Online Privacy Protection Act of 1998 ("COPPA") including not collecting information from children under the age of thirteen (13) without first obtaining parental consent

21.7.2. **Customer's Responsibilities Regarding Information of Participants**. As between Adobe and Customer, Customer has sole responsibility for any and all Personal Data of Participants used and submitted in connection with the On-demand Service. Customer will comply with (including giving any notifications, obtaining any consents and making any disclosures required under) applicable privacy, security, electronic signature and data protection laws, guidelines, regulations or industry standards or codes applicable to Personal Data of Participants. Customer must obtain and maintain consent from Participants to Customer's access, use, or disclosure of Personal Data of Participants. Customer must obtain any authorizations from Participants required to enable Adobe to provide the On-demand Service. The use of the electronic signature service is conditioned on Participant acceptance of the terms of use presented when using the electronic signature service.

21.7.3. **Storage and Retention of Customer Data**. Adobe will store Customer Data so long as the size of that storage is in compliance with limits defined in link below. However, Customer Data may be deleted if Customer instructs Adobe to do so, or if required by law. Customer agrees that it is solely responsible for complying with all applicable document retention laws and regulations including any duty to provide notice to third parties about retention or deletion of documents. Current file storage for Creative Cloud can be found at; https://helpx.adobe.com/creative-cloud/kb/file-storage-quota.html and storage for Document Cloud can be found at; https://helpx.adobe.com/document-cloud/faq.html.

21.7.4. **Customer Security**. Customer is responsible for configuring and using the security features of the electronic signature service to meet Customer's obligations to Participants under applicable privacy, security, and data protection laws. Customer is responsible for the security of Electronic Documents that are emailed to Participants from the electronic signature service, downloaded from the electronic signature service, or which are transferred to a non-Adobe system via a third party integration feature of the electronic signature service. Customer is liable for damages arising out of unauthorized access to Customer's account or to Customer Data if Customer fails to follow secure password composition, management, and protection practices for Customer's account.

21.7.5. **Privacy and Security**. Adobe will maintain commercially reasonable administrative, physical, and technical safeguards to help protect the security, confidentiality, and integrity of Customer Data. Adobe's collection and use of information in connection with the On-demand Service is governed by the Adobe Privacy Policy (adobe.com/privacy/policy.html).

21.7.6. **Payment Card Industry Data Security Standard (PCI DSS)**. When transmitting any Account Data (including Cardholder Data, Card Verification Code or Value), Customer must not use the fax signature capability. Even if the data is encrypted, PCI DSS prohibits storing Sensitive Authentication Data, including Card Verification Code or Value after authorization. Capitalized terms in this Section are defined in the PCI DSS.

21.8. **Legal Counsel**. Customer will solely rely on its own legal counsel and determinations as to the use and viability of Electronic Signatures in a particular country or for a particular product or service, and Customer will ensure its use of the On-demand Service conforms and complies with all laws, regulations and policies relevant to a particular country or for a particular product or service.

21.9. **Digital Certificates**. Digital certificates may be issued by third party certificate authorities, including Adobe Certified Document Services vendors, Adobe Approved Trust List vendors (collectively "Certificate Authorities"), or may be self-signed. Customer and the Certified Authority are responsible for the purchase, use, and reliance upon digital certificates. Customer is solely responsible for deciding whether or not to rely on a certificate. Unless a separate written warranty is provided to Customer by a Certificate Authority, Customer's use of digital certificates is at Customer's sole risk.

21.10. **Service Specific Terms**. The terms in this section (Service Specific Terms) apply only to the specific offerings set forth in this section.

21.10.1. **Document Cloud Web Services**. If Customer is a developer, this license does not include access to the pre-release versions of the Document Cloud APIs.

21.10.2. **Group Offerings**. This license does not include the right to obtain a subscription to the On-demand Service on behalf of a third party.

21.10.3. **Send**. When Customer sends a file using Adobe Send, the file will be automatically uploaded to Adobe's server, and Adobe will notify Customer's Participants when the file is ready for access and/or download. Customer's recipients can access and/or download the file by clicking on a link within the email Adobe sends to recipients. Adobe may collect information regarding the receipt and

use by a recipient of an Adobe Send file, and Adobe may share that information with Customer. It is Customer's sole responsibility to notify Participants of the collection and sharing of that information.

21.11. **Adobe FormsCentral**.

21.11.1. As part of the On-demand Service, Adobe may send Personal Data that Customer and/or Participants provide to Adobe to third party payment providers such as PayPal Inc., in order to facilitate the payment of products and/or services.

21.11.2. **Use on Behalf of Others**. If Customer's license includes the right to create and maintain a FormsCentral Solution that Customer offers to Participants, the following terms apply: (a) Customer is solely responsible for maintaining the confidentiality of any non-public authentication credentials associated with Customer's or Participant's use of the On-demand Service or any FormsCentral Solution; (b) Customer is solely responsible for maintaining a sufficient number of licenses to the On-demand Service to support Customer's FormsCentral Solution; and (c) Customer will promptly notify our customer support team about any possible misuse of Customer's or Participant's accounts or authentication credentials, or any security incident related to the On-demand Service. For the purposes of clarity, if one of Customer's FormsCentral Solutions includes the right for a Participant to allow multiple users to access that FormsCentral Solution, Customer must obtain licenses sufficient to cover those users.

22. Terms and Termination

Subscription Term. Subscriptions commence on the start date specified in the applicable Order and continue for the Subscription Term specified therein, subject to relevant provisions in the MCSA, such as termination and the non-appropriation provisions. Should a Subscribing Entity elect to renew a subscription, provided this Agreement remains in effect or is renewed, the renewal will be at the Subscribing Entity's option and will be for the same or greater discount from list as the subscription being renewed and under the same terms and conditions, unless a change in governmental law, rules, or regulations requires a modification, in which case the Parties will, in good faith, negotiate the modifications necessitated by such a change in governmental law, rules, or regulations.

23. Miscellaneous

Return of Subscribing Entity's Data
At no additional cost to the Subscribing Entity, upon request made at anytime during a Service Term or within 90 days after the effective date of termination or expiration of a Subscribing Entity's Order for that Service, the Service Provider will make available to the Subscribing Entity, for download, its Subscribing Entity's Data covered by that terminated or expired Service, including any Generated Files, in native format or any other format the Subscribing Entity reasonably requests within one day of the request and at no additional charge to the Subscribing Entity. After such 90-day period, the Service Provider will have no obligation to maintain the Subscribing Entity's Data covered by an expired Service Order and must

thereafter, unless legally prohibited, delete the applicable Subscribing Entity's Data in its systems or otherwise in its possession or under its control.

All use of the Licensed Products and associated maintenance and support ("Support") specified above shall be governed by the applicable Adobe Enterprise Licensing Terms included within this Service Attachment or within the Addendums. When there are any additional terms and conditions in other supporting documents that are outside the Master Cloud Service Agreement (MCSA) ("Agreement") or the Service Attachment (SA), which are associated with providing Services under the MCSA or the SA, the MCSA and SA will prevail. Any terms and conditions that are contained in any links listed in this contract that are not already stated in this contract, are not part of this contract.

Signature Page to Follow

In Witness Whereof, the Parties have executed this Service Attachment, which is effective on the date the State's duly authorized representative signs it on behalf of the State, ("Effective Date").

<table>
<tr><td align="center">CARAHSOFT TECHNOLOGY
CORPORATION</td><td align="center">STATE OF OHIO,
DEPARTMENT OF
ADMINISTRATIVE SERVICES</td></tr>
<tr><td align="center"><i>Cortney Steiner</i>
_____
Signature</td><td align="center">
_____
Signature</td></tr>
<tr><td align="center">Cortney Steiner
_____
Printed Name</td><td align="center">Robert Blair
_____
Printed Name</td></tr>
<tr><td align="center">VP Sales
_____
Title</td><td align="center">DAS Director
_____
Title</td></tr>
<tr><td align="center">02/16/2016
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Date</td><td align="center">2-23-2016
_____
Effective Date</td></tr>
</table>

STANDARD AFFIRMATION AND DISCLOSURE FORM
EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, State term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

By the signature affixed hereto, the Service Provider affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Service Provider and any of its subcontractors will perform no Services requested under this Agreement outside of the United States.

The Service Provider will provide all the name(s) and location(s) where Services under this Agreement will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Service Provider to sanctions. If the Service Provider will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Service Provider:

   1860 Michael Faraday Drive, Ste 100   Reston, VA 20190
   (Address)   (City, State, Zip)

   Name/Principal location of business of subcontractor(s):

   Adobe Systems, Inc.   321 Park Ave, San Jose, CA 95113
   (Name)   (Address, City, State, Zip)

   (Name)   (Address, City, State, Zip)

2. Location where Services will be performed by Service Provider:

   1860 Michael Faraday Drive, Ste 100   Reston, VA 20190
   (Address)   (City, State, Zip)

   Name/Location where Services will be performed by subcontractor(s):

   Adobe Systems, Inc.   321 Park Ave, San Jose, CA 95113
   (Name)   (Address, City, State, Zip)

   (Name)   (Address, City, State, Zip)

3. Location where State data will be stored, accessed, tested, maintained or backed-up, by Service Provider:

	1860 Michael Faraday Dr, Ste 100, Reston, VA 20190
1860 Michael Faraday Drive, Ste 100	
(Address)	(Address, City, State, Zip)

Name/Location(s) where State data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

Adobe Systems, Inc.	321 Park Ave, San Jose, CA 95113
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)

Service Provider also affirms, understands and agrees that Service Provider and its subService Providers are under a duty to disclose to the State any change or shift in location of Services performed by Service Provider or its subcontractors before, during and after execution of any Agreement with the State. Service Provider agrees it will so notify the State immediately of any such change or shift in location of its Services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Service Provider to perform the Services outside the United States.

On behalf of the Service Provider, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is a part of any Agreement that Service Provider may enter into with the State and is incorporated therein.

By: Carahsoft Technology Corp.
Service Provider

Print Name: Cortney Steiner

Title: VP Sales

Date: 02.16.2016