

**ATTACHMENT A**

**CUSTOMER LICENSING TERMS**

DUPAGE COUNTY (“Customer”) will be placing an order through a reseller awarded the relevant contract (“Reseller”) for the purchase of the following Adobe On-demand Services, Managed Services, and/or On-premise Software (collectively, “Products and Services”).

**Adobe Inc.**

**Products and Services Detail:**

**Adobe On-demand Services**

Base Year:

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	License Term Start Date	License Term End Date
01	65318659	Acrobat Sign for enterprise Subscription	Advance   Annually - In	1.00	Each Subscription Per Year	10 November 2023	9 November 2024

Option Year One:

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	License Term Start Date	License Term End Date
02	65318659	Acrobat Sign for enterprise Subscription	Advance   Annually - In	1.00	Each Subscription Per Year	10 November 2024	9 November 2025

Option Year Two:

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	License Term Start Date	License Term End Date
03	65318659	Acrobat Sign for enterprise Subscription	Advance   Annually - In	1.00	Each Subscription Per Year	10 November 2025	9 November 2026

01 Acrobat Sign for enterprise Subscription:  
 The initial License Term for the Adobe Sign for Enterprise Subscription extends for twelve months (“Base Year”) and may be renewed for up to two successive one-year terms (each, an “Option Year”) for the fees set forth in the Products and Services Pricing Detail. Customer may exercise an option to renew the License Term by submitting a purchase order to Adobe at least thirty days prior to the expiration of the then current License Term in the amount set forth in the Products and Services Pricing Details. During the Base Year, and in each Option Year if exercised, Customer may process up to 5,000 Transactions (“Subscription Limit”), which represents the fair use limitation of Transactions for the subscription level purchased. Transactions are aggregated amongst all of Customer’s licensed Users. Customer is not authorized to process any Transactions in excess of the Subscription Limit, without Adobe’s prior approval. In the event that Customer processes Transactions beyond the Subscription Limit, Customer will not be entitled to exercise any subsequent Option Years for the fees set forth in the Products and Services Pricing Detail. Instead, Customer and Adobe must mutually agree on a revised fee structure. The dates set forth in the Table represent the best estimates of the License Term Start Date and License Term End Date, but Adobe will adjust such dates based on the actual delivery date of login credentials to access the Products and Services.

02 Acrobat Sign for enterprise Subscription:  
 The initial License Term for the Adobe Sign for Enterprise Subscription extends for twelve months (“Base Year”) and may be renewed for up to two successive one-year terms (each, an “Option Year”) for the fees set forth in the Products and Services Pricing Detail. Customer may exercise an option to renew the License Term by submitting a purchase order to Adobe at least thirty days prior to the expiration of the then current License Term in the amount set forth in the Products and Services Pricing Details. During the Base Year, and in each Option Year if exercised, Customer may process up to 5,000 Transactions (“Subscription Limit”), which represents the fair use limitation of Transactions for the subscription level purchased. Transactions are aggregated amongst all of Customer’s licensed Users. Customer is not authorized to process any Transactions in excess of the Subscription Limit, without Adobe’s prior approval. In the event that Customer processes Transactions beyond the Subscription Limit, Customer will not be entitled to exercise any subsequent Option Years for the fees set forth in the Products and Services Pricing Detail. Instead, Customer and Adobe must mutually agree on a revised fee structure. The dates set forth in the Table represent the best estimates of the License

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## Creative Cloud, Document Cloud and Software

The License Term of the Products and Services and any applicable Support commences on the later of Products and Services delivery or the identified start date. The end date of the License Term of the Products and Services and any applicable Support is the later of the amount of months comprising the identified License Term or the identified end date. The dates below only represent best estimates of the start and end dates of the License Term.

Base Year:

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	License Term Start Date	License Term End Date
04	65286686	Acrobat Pro DC	Advance   Annually - In	515.00	Each USER Per Year	10 November 2023	9 November 2024
05	65330520	All Apps, Pro with Adobe Firefly	Advance   Annually - In	53.00	Each USER Per Year	10 November 2023	9 November 2024
06	65330514	Single App, Pro with Adobe Firefly	Advance   Annually - In	10.00	Each USER Per Year	10 November 2023	9 November 2024

Option Year One:

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	License Term Start Date	License Term End Date
07	65286686	Acrobat Pro DC	Advance   Annually - In	515.00	Each USER Per Year	10 November 2024	9 November 2025
08	65330520	All Apps, Pro with Adobe Firefly	Advance   Annually - In	53.00	Each USER Per Year	10 November 2024	9 November 2025
09	65330514	Single App, Pro with Adobe Firefly	Advance   Annually - In	10.00	Each USER Per Year	10 November 2024	9 November 2025

Option Year Two:

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	License Term Start Date	License Term End Date
10	65286686	Acrobat Pro DC	Advance   Annually - In	515.00	Each USER Per Year	10 November 2025	9 November 2026
11	65330520	All Apps, Pro with Adobe Firefly	Advance   Annually - In	53.00	Each USER Per Year	10 November 2025	9 November 2026
12	65330514	Single App, Pro with Adobe Firefly	Advance   Annually - In	10.00	Each USER Per Year	10 November 2025	9 November 2026

04

Acrobat Pro DC:

This product has both On-premise Software and access to On-demand Services. It does not include any Adobe Acrobat Sign entitlements, features, or capabilities, all of which requires separate purchase.

05

All Apps, Pro with Adobe Firefly:

This product includes all Creative Cloud On-premise Software, Acrobat Pro, and access to all Creative Cloud On-demand Services. Users are entitled to download an unlimited number of Pro Images during the License Term. "Pro Images" means (A) photographs, illustrations, and vectors designated as "standard" in the On-demand Services that Customer may license through the On-demand Services as part of a Pro Edition Plan; and (B) any other asset types listed in the Stock Product Description (as defined in the Adobe Stock PSLT) as being available to Customer for license as

part of a Pro Edition Plan. The Pro Images licensed under this Sales Order are delivered subject to the special terms for the Pro Edition Plans section in the Adobe Stock PSLT.

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- “Eligible Firefly Features” means the Firefly features listed at [helpx.adobe.com/legal/product-descriptions/adobe-firefly.html](https://helpx.adobe.com/legal/product-descriptions/adobe-firefly.html) (“Firefly Product Description”), which may be updated by Adobe from time to time to list additional features.
- “Eligible Firefly Surfaces” means the Products and Services listed in the Firefly Product Description that provide access to Eligible Firefly Features, which may be updated by Adobe from time to time to list additional Products and Services.
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- “Firefly Input” means the content a User inputs or uploads to an Eligible Firefly Feature, such as an audio file, video file, document, image, text (including any output parameters, such as aspect ratio, style, etc.), or a combination of such content.
- “Firefly Output” means the content, such as an image, text, text effects, vector graphic file, audio file, texture, or video file, provided to a User by an Eligible Firefly Feature on an Eligible Firefly Surface in response to a User’s Firefly Input.

Firefly Output Indemnification. For the purposes of this SKU, an “Infringement Claim” as defined in the General Terms includes a third-party Claim against Customer or its Affiliates during the License Term to the extent the Claim alleges that a Firefly Output (following an Export Event) directly infringes the third party’s patent, copyright, trademark, publicity, or privacy rights.

Indemnification Exceptions. Adobe will have no liability for any Claim to the extent that the Claim is based on or arises from: (A) any modification of a Firefly Output, including with any Adobe Products and Services; (B) any combination of a Firefly Output with any other material, content or information; (C) use of a Firefly Output in violation of the Agreement; (D) the context in which any Firefly Output is used; (E) any Firefly Output that is based on a non-text Firefly Input, where the Firefly Input on its own would have given rise to the Claim; (F) any use of a Firefly Output after Adobe has instructed Customer to stop using it; or (G) anything that is not the audio and/or visual content displayed or played by the Eligible Firefly Feature to the User, for example any technical metadata that may be produced by the Eligible Firefly Feature such as file metadata and query response parameters.

Restriction on AI/ML. Customer will not, and will not allow third parties to, use any content, data, output or other information received or derived from any generative AI powered Products and Services, including any Firefly Outputs, to directly or indirectly create, train, test, or otherwise improve any machine learning algorithms or artificial intelligence systems, including any architectures, models, or weights.

Customer Content. Firefly Inputs and Firefly Outputs are Customer Content (as defined in the General Terms).

06

Single App, Pro with Adobe Firefly:

This product (1) is Creative Cloud On-premise Software and includes access to Creative Cloud On-demand Services; and (2) provides Customer access to all individual Creative Cloud On-premise Software applications (each, a “Single App”) at the specified End User Unit Price set forth in this Sales Order. Single Apps available as of the Effective Date are listed here: <https://helpx.adobe.com/enterprise/kb/single-app-products-list.html>. Customer may deploy or provide direct access to Users any mix of these Single Apps, and each Single App deployed to or accessed by a User will count as one Single App license. Each Single App must be deployed to one User for a minimum of one calendar month. For example, regardless of when in the calendar month a Single App was deployed to a User, such Single App must remain deployed to such User until at least the same date the following calendar month. For example, if a Single App is deployed to User A on January 15, then such Single App must be deployed to User A until at least February 15. If a Single App is deployed on the 29th, 30th, or 31st day of a particular calendar month and the following calendar month does not have a 29th, 30th, or 31st day, respectively, then the one-month term of deployment for such Single App will end on the 1st of the month that lands at least 4 weeks after such Single App was deployed. For example, if a Single App is deployed to User B on May 31, then the one-month deployment term will end on July 1 because the month of June only has 30 days. Users are entitled to download an unlimited number of Pro Images during the License Term. “Pro Images” means (A) photographs, illustrations, and vectors designated as “standard” in the On-demand Services that Customer may license through the On-demand Services as part of a Pro Edition Plan; and (B) any other asset types listed in the Stock Product Description (as defined in the Adobe Stock PSLT) as being available to Customer for license as part of a Pro Edition Plan. The Pro Images licensed under this Sales Order are delivered subject to the special terms for the Pro Edition Plans section in the Adobe Stock PSLT.

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- "Firefly Output" means the content, such as an image, text, text effects, vector graphic file, audio file, texture, or video file, provided to a User by an Eligible Firefly Feature on an Eligible Firefly Surface in response to a User's Firefly Input.

Firefly Output Indemnification. For the purposes of this SKU, an "Infringement Claim" as defined in the General Terms includes a third-party Claim against Customer or its Affiliates during the License Term to the extent the Claim alleges that a Firefly Output (following an Export Event) directly infringes the third party's patent, copyright, trademark, publicity, or privacy rights.

Indemnification Exceptions. Adobe will have no liability for any Claim to the extent that the Claim is based on or arises from: (A) any modification of a Firefly Output, including with any Adobe Products and Services; (B) any combination of a Firefly Output with any other material, content or information; (C) use of a Firefly Output in violation of the Agreement; (D) the context in which any Firefly Output is used; (E) any Firefly Output that is based on a non-text Firefly Input, where the Firefly Input on its own would have given rise to the Claim; (F) any use of a Firefly Output after Adobe has instructed Customer to stop using it; or (G) anything that is not the audio and/or visual content displayed or played by the Eligible Firefly Feature to the User, for example any technical metadata that may be produced by the Eligible Firefly Feature such as file metadata and query response parameters.

Restriction on AI/ML. Customer will not, and will not allow third parties to, use any content, data, output or other information received or derived from any generative AI powered Products and Services, including any Firefly Outputs, to directly or indirectly create, train, test, or otherwise improve any machine learning algorithms or artificial intelligence systems, including any architectures, models, or weights.

Customer Content. Firefly Inputs and Firefly Outputs are Customer Content (as defined in the General Terms).

## Adobe Professional Services

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

Base Year:

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	Start Date	End Date
13	65315954	Acrobat Sign for ent Subs PS ONS OFFS T1	Advance   Annually - In	1.00	Each Per Year	10 November 2023	9 November 2024

Option Year One:

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	Start Date	End Date
14	65315954	Acrobat Sign for ent Subs PS ONS OFFS T1	Advance   Annually - In	1.00	Each Per Year	10 November 2024	9 November 2025

Option Year Two:

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	Start Date	End Date
15	65315954	Acrobat Sign for ent Subs PS ONS OFFS T1	Advance   Annually - In	1.00	Each Per Year	10 November 2025	9 November 2026

- 13 Acrobat Sign for ent Subs PS ONS OFFS T1:  
Adobe Sign Professional Services Subscription includes expert advice to guide implementation, configuration, integration, administration, onboarding of use cases, and usage of Adobe Sign during the License Term. These Professional Services may include the services as described in the SOW at  
<https://www.adobe.com/content/dam/cc/en/legal/terms/enterprise/pdfs/SOW-ProfessionalServicesSubscription-Tiers-1-3-2022JAN27.pdf>.  
Customer and Adobe will jointly define the schedule for the delivery of the Professional Services defined in this SOW. In addition, Adobe and Customer will meet at mutually agreeable intervals to refine this schedule based on Customer priorities. Adobe will exercise its discretion on the most optimal set of services to support Customer's objectives. Adobe may require up-to four business weeks to schedule the delivery of the requested services. Customer will receive the Professional Services for only one service request at a time. Adobe will perform Professional Services remotely unless stated otherwise in this Sales Order. If Customer requests that any Professional Services be delivered on-site at Customer's premises, Customer will reimburse Adobe for any incurred travel related expenses. The dates set forth in the pricing table represent the best estimate of the License Term Start Date and License Term End Date, but Adobe will adjust such dates based on the actual delivery date of login credentials to access the Service.
- 14 Acrobat Sign for ent Subs PS ONS OFFS T1:  
Adobe Sign Professional Services Subscription includes expert advice to guide implementation, configuration, integration, administration, onboarding of use cases, and usage of Adobe Sign during the License Term. These Professional Services may include the services as described in the SOW at  
<https://www.adobe.com/content/dam/cc/en/legal/terms/enterprise/pdfs/SOW-ProfessionalServicesSubscription-Tiers-1-3-2022JAN27.pdf>.  
Customer and Adobe will jointly define the schedule for the delivery of the Professional Services defined in this SOW. In addition, Adobe and Customer will meet at mutually agreeable intervals to refine this schedule based on Customer priorities. Adobe will exercise its discretion on the most optimal set of services to support Customer's objectives. Adobe may require up-to four business weeks to schedule the delivery of the requested services. Customer will receive the Professional Services for only one service request at a time. Adobe will perform Professional Services remotely unless stated otherwise in this Sales Order. If Customer requests that any Professional Services be delivered on-site at Customer's premises, Customer will reimburse Adobe for any incurred travel related expenses. The dates set forth in the pricing table represent the best estimate of the License Term Start Date and License Term End Date, but Adobe will adjust such dates based on the actual delivery date of login credentials to access the Service.
- 15 Acrobat Sign for ent Subs PS ONS OFFS T1:  
Adobe Sign Professional Services Subscription includes expert advice to guide implementation, configuration, integration, administration, onboarding of use cases, and usage of Adobe Sign during the License Term. These Professional Services may include the services as described in the SOW at  
<https://www.adobe.com/content/dam/cc/en/legal/terms/enterprise/pdfs/SOW-ProfessionalServicesSubscription-Tiers-1-3-2022JAN27.pdf>.  
Customer and Adobe will jointly define the schedule for the delivery of the Professional Services defined in this SOW. In addition, Adobe and Customer will meet at mutually agreeable intervals to refine this schedule based on Customer priorities. Adobe will exercise its discretion on the most optimal set of services to support Customer's objectives. Adobe may require up-to four business weeks to schedule the delivery of the requested services. Customer will receive the Professional Services for only one service request at a time. Adobe will perform Professional Services remotely unless stated otherwise in this Sales Order. If Customer requests that any Professional Services be delivered on-site at Customer's premises, Customer will reimburse Adobe for any incurred travel related expenses. The dates set forth in the pricing table represent the best estimate of the License Term Start Date and License Term End Date, but Adobe will adjust such dates based on the actual delivery date of login credentials to access the Service.

**Terms and Conditions:**

1. All use of the Products and Services specified above will be governed by the terms of these Customer Licensing Terms, and the version of the Adobe Enterprise Licensing Terms in effect as of the date Customer issues a purchase order to Reseller and available at [www.adobe.com/legal/terms/enterprise-licensing.html](http://www.adobe.com/legal/terms/enterprise-licensing.html), including the General Terms and the applicable Product Specific Licensing Terms ("PSLT(s)") (collectively, the "Agreement"). If there is any inconsistency between the parts of this Agreement, then the part listed earlier will prevail to the extent of the inconsistency: (i) these Customer Licensing Terms; (ii) the applicable PSLT(s); and (iii) the General Terms. Capitalized terms used in these Customer Licensing Terms have the meanings set out in applicable modules of the Adobe Enterprise Licensing Terms, unless otherwise specified.
2. Adobe is not entering into a direct purchasing relationship with Customer for the Products and Services. Reseller is solely responsible for setting the terms of payment with Customer (including but not limited to when payments by Customer are due to Reseller).

3. Customer may deploy the specified quantity of Products and Services identified in the Products and Services Pricing Detail within the entirety of Customer's organization. If an individual ceases to be an employee or contractor of Customer during the term of a license or no longer needs to use a Product or Service, and Customer de-installs the Product or Service from the Computer of that employee or contractor, a different employee or contractor may then use a new ID and password without being deemed an additional User.
4. For those Products and Services that are licensed for a specific quantity, Customer must submit monthly reports of any deployment of the Products and Services in excess of the quantities previously purchased using the form found at <http://www.adobe.com/go/trueup>. Such reports, along with a corresponding order, must be provided by Customer to Reseller on a monthly basis and must reflect deployments made on specified dates during the preceding monthly period.
5. Adobe will provide support services for the Products and Services as described at <https://helpx.adobe.com/support/programs/support-policies-terms-conditions.html>.
6. The License Term for the Products and Services extends for twelve months ("Base Year") and may be renewed for up to two successive one year terms (each, an "Option Year") for the fees set forth in the Products and Services Pricing Detail by providing Reseller 30 days prior written notice, provided that 1) the quantity of any identified licenses does not decrease and 2) if the license is for an Adobe Sign Subscription, that Customer does not process Transactions beyond the Subscription Limit during the preceding Base Year or Option Year. Any renewal of the License Term or exercise of an Option Year must reflect the quantities set forth herein. Unless the license is for an Adobe Sign Subscription, the Option Year must also include any excess quantities that were added on and/or trued up during the entire License Term and any exercised Option Years. If Customer desires to renew the License Term or exercise an Option Year with a reduction of the quantities described above, then Customer and Reseller must enter into an addendum to their agreement, which may reflect revised unit pricing. If Customer attempts to renew for an Option Year by providing notice to the Reseller less than thirty days prior to the expiration of the then current License Term, or after the expiration of the then current License Term, Adobe can decide whether or not to accept such order from its Distributor in its sole discretion. By virtue of Adobe accepting such a purchase order, the terms and conditions set forth in this Attachment A will continue to govern, including any amendments. For purchase orders submitted after the expiration of the then current License Term, Adobe will adjust the License Term Start and End Dates on the subsequent Option Year License Term only if the Customer's access to the Products and Services was impacted by the purchase order coming in late. In such case, the License Term of the Products and Services and any applicable Support commences on the later of the date of re-activation of the Customer's access to the Products and Services (if applicable), or the previously expected Start Date of the applicable Option Year License Term. The End Date of the License Term of the Products and Services and any applicable Support is the later of the amount of months comprising the identified License Term or the previously expected End Date of the applicable Option Year License Term.
7. Customer acknowledges and agrees that it may not assign or otherwise transfer licenses to the Products and Services to any other government or other entity without Adobe's prior written approval.
8. By placing an order with Reseller for the Products and Services, Customer will be deemed to have accepted these Customer Licensing Terms and the applicable Adobe Enterprise Licensing Terms. Customer must also attach a copy of these Customer Licensing Terms to its corresponding purchase order to Reseller.