



Adobe Systems Incorporated
 345 Park Avenue
 San Jose, CA 95110-2704
 408-536-6000

**CONTRACT INSTRUCTION SHEET
 FOR SUBMITTING CONTRACTS**
 (PLEASE RETURN THIS PAGE WITH YOUR CONTRACT)

Thank you for your consideration in executing the attached contract. Once you have signed the contract, you may choose to do the following:

- Scan the signed contract and send it to ccoordin@adobe.com; or
- Fax the signed contract to 408-537-4568, to the attention of the Contract Administration; or
- Send the contract(s) via courier to:

Adobe Systems Incorporated
 Attn: Contract Administration Group
 345 Park Avenue, Mail Stop A08
 San Jose CA 95110-2704
 Phone: 408-536-6000

Courier: _____ Tracking Number: _____

If you are sending a scanned contract electronically or via fax, but also intend to send signed originals, please inform Adobe on your fax or in your email)

RETURN OF EXECUTED CONTRACT:

Please indicate your preference for the return of the fully executed contract. Once Adobe has countersigned the contract:

Please email us an electronic copy of the fully executed contract in Adobe® Acrobat® PDF format. The email address where Adobe should send the contract is: _____.

Please send us an original of the fully executed contract to the address indicated below**:

*** If you desire that a hard copy original of the contract be returned to you, you must sign and send two (2) originals to Adobe.*

Entity Name:
Address:
City, State and Postal Code:
Country:
Contact Name:
Phone Number:

This Customer Instruction Sheet is included to expedite processing of contracts and to reduce the risk of signed agreements being lost or delayed. This is not intended to, nor shall it, amend or modify anything in your agreement. Your agreement, particularly if negotiated, may contain instructions that differ from those above. PROCESSING TIME TO RECEIVE, ROUTE AND RETURN ORIGINALS IS 1-2 WEEKS (MORE IF TWO ADOBE COMPANIES ARE PARTIES). THE ESTIMATED TIME TO RETURN A PDF VERSION TO YOU IS ONE BUSINESS DAY AFTER ADOBE'S COUNTERSIGNATURE.

ADOBE EDUCATION ENTERPRISE LICENSE AGREEMENT

This Adobe Education Enterprise License Agreement (this “*Agreement*”) is entered into by and between Adobe Systems Incorporated, having a principal place of business at 345 Park Avenue, San Jose, CA 95110 (Adobe”) and California State Universities Chancellor’s Office, having a principal place of business at 401 Golden Shore Street, Long Beach, CA 90802 (“*Customer*”), and shall be made effective as of the date of last signature below (“*Effective Date*”). Adobe and Customer may individually or collectively be referred to herein as a “party” or the “parties”.

WHEREAS, Customer is the California State Universities Chancellor’s Office, with the authority to bind all California State Universities that participate under this Agreement (collectively referred to herein as “California State Universities”); and

WHEREAS, Customer wishes to enter into this Agreement to allow its California State Universities (and only its California State Universities) to purchase licenses to use the Software (as defined below) and related upgrade plan for the Software.

NOW THEREFORE, in consideration of the foregoing and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, Adobe and the Customer hereby agree to the terms and conditions stated below.

1. **Definitions.** As used in this Agreement, all capitalized terms not otherwise defined in this Schedule shall have the meanings ascribed to such terms in the Agreement and/or the EULA. The following terms, however, shall have the following meanings as used in this Schedule:

- (a) “*EULA*” means the end user license agreement that accompanies the Software.
- (b) “*Faculty*” means a then-current employee or independent contractor of a California State University whose primary job duties including providing educational instruction to students.
- (c) “*FTE*” means Full Time Equivalent and is calculated as follows:
 - FTE = full-time Faculty + (part-time Faculty ÷ 3) + full-time Staff + (part-time Staff ÷ 2).
 - ii. If Student License option is elected: FTE = full-time Faculty + (part-time Faculty ÷ 3) + full-time Staff + (part-time Staff ÷ 2) + full time Students + (part-time Students ÷ 2).
- (d) “First ELA Period” shall mean the period from August 1, 2012 through July 31, 2013.
- (e) “Second ELA Period” shall mean the period from August 1, 2013 through July 31, 2014.
- (f) “Third ELA Period” shall mean the period from August 1, 2014 through July 31, 2015.
- (g) “*License*” means a license to use the Software subject to the terms and conditions of the EULA, as such rights may be modified by this Agreement. Licenses consist of the “Faculty and Staff License” and/or “Student License”, and terms specific to each of the foregoing are set forth in Section 5 below.
- (h) “*Maintenance*” shall have the meaning set forth in Section 7 (Maintenance).
- (i) “*Media*” means the physical property in and the physical copy of the Product, specifically the cd/dvd/disk or other media
- (j) “*Serial Number*” means a code that California State University must input as part of the Software installation process in order to access to the features and functionality of the Software.
- (k) “*Software*” means the object code version of the Adobe software program (or programs if used in plural) made available for licensing herein.

- (l) “*Staff*” means a then-current employee of the California State Universities that provides administrative support to the California State Universities’ educational operations and/or Faculty.
- (m) “*Student*” means a student who is then-currently enrolled at a California State University operated educational institution.
- (n) “*Student License Option*” means California State Universities’ election in a Schedule A that grants California State Universities’ Students to install and use the Software on Student owned Computers as further described in Section 5(b) of the Agreement.
- (o) “*Term*” shall have the meaning set forth in Section 11 (Term and Termination)
- (p) “*Training*” shall not be included in this Agreement.

2. California State University Orders/ Fulfillment. California State Universities may place orders for Licenses and related Maintenance under this Agreement by entering into separate written agreements in the form of Schedule A with Adobe on or around August 1, 2012. California State Universities who did not place such orders by said time may place orders on or before the end of the First ELA Period and shall have the option to place orders for Licenses and related Maintenance under this Agreement commencing with the Second ELA Period, in which event the License fee will be prorated from the commencement of the Second ELA Period to the end of the Term. (Such late-enrolling California State Universities must purchase Maintenance for the Second ELA Period. Such orders must be placed on or about August 1, 2012 or around.) In no event may California State Universities enroll under this agreement after August 1, 2013. The Schedule A form is set forth in the Exhibit 1 attached below. By executing a Schedule A, all references to “California State Universities” herein shall be binding upon the California State University and (ii) all references to “Customer” shall apply to California State University as if it were Customer, provided however if there is a conflict between the terms of the Schedule A and this Agreement, the terms of the Schedule A shall govern and control to the extent of such conflict. California State University will place its purchase order for the Software license, Maintenance listed in the attached Schedule A(s) with Dell an Adobe fulfillment vendor described in the applicable Schedule A (“Fulfillment Partner) for the item(s) and at the fees listed in the attached Schedule A(s). A California State University may only order Software licenses, and/or Maintenance, on its own behalf if it is a qualified educational institution, and an end user of the Software.

3. Order Requirements.

- (a) *FTE.* California State University’s order of Licenses and Maintenance for such Licenses shall be for an amount equal to California State University’s FTE count, which shall be listed in the applicable Schedule A, multiplied by the unit price(s) set forth in the applicable tier. By way of example, if California State University’s FTE Count is 1,000, then the California State University shall order 1,000 units of Software and Maintenance.
- (b) *Pricing.* Applicable pricing for the Software licenses, Maintenance, for the California State University shall be calculated on the total FTE of all California State Universities as of August 1, 2012. For each product licensed hereunder, annual Maintenance is required during the first ELA Period, and is optional for the Second ELA Period and Third ELA Period (provided, however, that if a California State University participation commences with the Second ELA Period, annual Maintenance will be required for the Second ELA Period and optional for the Third ELA Period). The table below sets forth the Software and Maintenance available for order to California State Universities under this Agreement:

	Description	Extended Price to California State Univ - Chancellors Office (USD)
65177935AH12A12	Design Web Premium Three Year Term License UE	
65168215AH12A12	Master Collection Three Year Term License UE	
65178731AH12A12	Design Web Premium Annual Maintenance	
65129756AH12A12	Master Collection Annual Maintenance	
65177935AH12A12	Design Web Premium Students Three Year Fee UE	
65168215AH12A12	Master Collection Students Three Year Fee UE	
65178731AH12A12	Design Web Premium Students Annual Maintenance Fee	
65129756AH12A12	Master Collection Students Annual Maintenance	

All pricing is in US Dollars. Fees for each participating California State University shall be calculated based on the Total price per FTE per year as set forth above multiplied by California State University's FTE count. California State Universities may participate in this Agreement by executing a Schedule A with Adobe at anytime during the Term of the Agreement, but shall not be allowed to pro-rate the fees based on the time remaining on the applicable year of the Term.

(c) *Taxes.* The above pricing does not include applicable taxes. Such taxes will be invoiced (if applicable) to California State University and are California State University's responsibility to pay.

(d) *Minimum Orders.* This Agreement is conditioned upon receipt by Dell ("Channel Entity", who shall be acting as Adobe's fulfillment agent for this Agreement) of combined orders of not less than ten thousand (10,000) FTEs of CS Design Web Premium, and/or CS Master Collection on or around August 1, 2012. No orders will be fulfilled unless and until Channel Entity has received orders in an aggregate amount of 10,000 FTEs. If Channel Entity has received orders for fewer than 10,000 FTEs on or around August 1, 2012 this Agreement (and any schedules executed hereunder) will automatically terminate.

The above referenced pricing is applicable only if, prior to the Second ELA Period, Customer orders a minimum 20,000 additional FTE Student Licenses for the Second ELA Period through the end of the Term of this Agreement, under the Student License Option. If a minimum 20,000 additional FTE Student Licenses are not ordered, Adobe reserves the right, in its sole discretion, to terminate this agreement or the pricing referenced herein.

4. Payment and Delivery. The Channel Entity is solely responsible for setting the payment, delivery, and other finance terms with California State University and, as applicable, for delivering the Software to California State University. For avoidance of doubt, Channel Entity is acting solely as fulfillment agent of Adobe and the parties acknowledge that pricing for the Licenses and Maintenance had been negotiated between Customer and Adobe.

5. License Grant: Subject to the terms and conditions of the Agreement and the applicable Schedule A:

(a) *Faculty and Staff License.* Adobe hereby grants each California State University who have entered into a currently active Schedule A with Adobe a license to install and use the Software during the Term in quantities reasonably necessary to enable all of California State University's Faculty and Staff to use the Software during the Term in accordance with the terms and conditions of the EULA accompanying such Software, as may be modified by this Agreement. The EULAs are available at www.adobe.com, the terms of which are hereby incorporated by reference into this Agreement. If there is a conflict between the license terms of this Agreement and the EULA, this Agreement shall govern to the extent of the conflict. Notwithstanding anything to the contrary in the EULAs, subject to the terms and conditions of this Agreement, the Software provided pursuant to the Faculty and Staff License may only be installed and used on Computers owned by California State University and located on California State University's on campus facilities, provided however that Faculty and Staff with Work At Home Rights ("WAH") may install and use the Software solely for California State University employment purposes on (i) California State University owned or leased computers located at their own homes or (ii) Faculty or Staff owned or leased computers, and only during the Term, provided that California State University shall be required to track and report installation and/or use of the Software in accordance with Section 9 of the Agreement (Compliance). For the avoidance of doubt, the serial numbers provided for home use (if the California State University elects to allow home use), may expire annually, and require re-installation.

Use of the Software shall be limited to Faculty and Staff. Use of the Software by Students shall be limited solely to Students in a California State University classroom or California State University on-campus educational lab environment. Software may not be installed or used on computers owned by California State Universities that are leased to students, loaned to students or in the possession of Students. Students who wish to use the Software shall agree to be bound by the terms of the EULAs, as may be modified by this Agreement. California State University shall be responsible for all acts and omissions of Students who use the Software or who receive any Software or Maintenance.

(b) *Student License.* If California State University elects to purchase the Student License option in the Schedule A, the following terms and conditions shall apply. Adobe hereby grants California State University during the Term a license to distribute the Software for use solely by Students on computers owned by such Students in accordance with the terms and conditions of this Agreement. Student Licenses shall be governed by the terms and conditions of the applicable EULA, as such terms and conditions may be modified herein. Only one Student License may be distributed to each Student. Each Student License shall immediately terminate upon the Student graduating or otherwise terminating enrollment at California State University's institution, and California State University shall inform and require Students to immediately de-install and remove all copies of the Software from the Student owned Computer upon such Students' graduation or de-enrollment from the California State University's institution

(c) Upon expiration or termination of the Agreement, all Licenses granted under the Agreement shall immediately terminate and each California State University shall comply with the requirements set forth in Section 11(c). At the end of the Term, California State University shall immediately de-install all copies of Software licensed under the Faculty and Staff License and purge them from its computers and networks so that further use is unavailable to California State University. Notwithstanding anything in a EULA or other document to the contrary, California State University shall not have any perpetual licenses to the Software under this Agreement.

6. Reporting. Once annually and prior to each anniversary of the Schedule Effective Date, California State University will generate and send electronic discovery reports(s) that provide to Adobe an accurate record of California State University's total number of copies of Software that have been installed deployed on California State University owned or leased Computers, (ii) the total number of copies of Software that have been distributed to Students, and (iii) Student enrollment information necessary for Adobe to determine the accurate number of Serial Numbers to be distributed in accordance with California State University's Maintenance order ("*Licensing Report*"). A sample of a Licensing Report is attached hereto as [Exhibit 2](#). In addition, California State University agrees to promptly provide any other information reasonably requested by Adobe to determine the accurate number of Student Licenses or Maintenance to be provided to California State University. This Section 6 (Reporting) shall survive any expiration or termination of this Schedule or the Agreement and shall continue for a period of two years.

7. Maintenance. Subject to California State University's payment of the applicable fees set forth above, Adobe shall provide to California State University any Upgrades that become available during the

subscription period(s) for the Software specified for such subscription (“Maintenance”), whereas “Upgrades” mean those versions of the Software that Adobe, at its discretion, deems to be logical improvements or extensions to the Software and that have been released for general commercial distribution. In particular, Upgrades are designated point releases by Adobe (e.g., 4.2 to 4.3 or 4.3 to 5.0 if 5.0 is the next version release in the series). Releases designated by Adobe as third digit releases (e.g., 4.2.2 to 4.2.3) are not considered upgrades for the purposes of this Schedule, but rather they are considered as fix releases which must be separately requested by California State University. Fix releases provided to California State University pursuant to this Schedule will only be for the current version of each Software title. Maintenance shall not automatically renew, but Maintenance renewals can be ordered by California State University for subsequent years of the Term at California State University’s option. If Maintenance lapses due to any action or inaction on the part of California State University, California State University may still elect to renew Maintenance, provided, however additional fees for reinstatement and/or to cover the lapsed period of Maintenance may apply. Students are only eligible Maintenance during the Term if such Students are then-currently enrolled at California State University’s educational institution, and California State University shall ensure that Upgrades are not made available to any Students no longer enrolled at California State University’s educational institution.

8. [Omitted.]

9. Compliance. California State University shall ensure that it maintains systems and or procedures sufficient to ensure an accurate record of: (i) the number of copies of Software that have been installed, deployed, or otherwise are in use; (ii) the individual users who have been distributed Software or otherwise have been provided access to the Software or Serial Numbers; and (iii) the Serial Numbers (as such term is defined below) that have been distributed to individual users, and California State University shall retain such records for least two years after (i) termination or expiration of this Agreement or (ii) the last date that California State University has distributed any Licenses in accordance with the applicable Schedule A. Adobe may appoint, at its expense, an independent third party, or Adobe’s internal auditor, to verify the number of copies of the Software installed and/or in use by California State University. The verification will be conducted under terms of confidentiality on 10 business days’ advance notice. An on-site verification at California State University’s and/or its California State University’ offices may be required. Adobe’s right to audit shall survive for two (2) years any expiration or termination of this Agreement.

10. Confidentiality. The Serial Numbers provided hereunder are Adobe’s confidential information. Customer and California State University shall treat the terms of this Agreement and any and all Serial Numbers as confidential and shall not share or disclose the foregoing to any third parties without Adobe’s prior written consent. Customer and California State University are each responsible for compliance with these confidentiality terms by all individuals within their respective organizations. This Section 10 (Confidentiality) shall survive any expiration or termination of this Agreement.

11. Term and Termination.

(a) *Term.* This Agreement is made effective as of the Effective Date and shall continue for a period of three (3) years, unless the Agreement is terminated earlier in accordance with the terms of this Agreement (the “Term”).

(b) *Termination for Cause.* This Agreement may be terminated by either party for a material, uncured breach by the other party, provided that the party alleging breach notify the other party and the party so notified shall have 30 days to cure said breach. Notwithstanding the foregoing, Adobe may immediately terminate any Schedule A, upon written notice, for the applicable California State University’s infringement of Adobe’s intellectual property rights or breach of any license restrictions set forth in the EULA.

(c) *Effect of Termination.* Upon termination or expiration of this Agreement, each California State University shall immediately cease use of the Software, delete the Software from all computer systems and IT equipment on which it resides, and return to Adobe, or its Channel Entity, any media containing the Software as well as any related materials. At such time, California State University will certify in writing to Adobe that such de-installation has occurred, using the letter of destruction format attached as Exhibit 3. California State University shall also require all Students who have been distributed Student Licenses to de-install and remove all copies of the Software from the Student owned Computers upon termination or expiration of the Schedule A or this Agreement. If one or more Schedule As is terminated separately from the Agreement, the foregoing obligations shall apply with respect to the affected California State University (s). All payment obligations shall survive any termination of this Agreement and shall be accelerated and

become immediately payable upon any termination of the Agreement. Notwithstanding the forgoing, if, prior to the Second or Third ELA Period, any California State University under this Agreement does not receive sufficient budget allocation designated for information technology from the California Legislature, said California State University may terminate its participation under this Agreement by providing 30 days written notice to Adobe prior to the commencement of the Second or Third ELA Period, as applicable. If any California State University terminates its participation under this Agreement, the terms of this Agreement will remain in full force as to all remaining California State University's under this Agreement.

12. Miscellaneous.

- (a) *Notices.* All notices or reports permitted or required under this Agreement shall be in writing and shall be by personal delivery, registered mail, or by reputable international courier service. Notice shall be deemed to have been given upon personal delivery, on the date shown on the receipt for registered mail, or on the date of delivery shown in the business records of the international courier service. The addresses for notices shall be those appearing in this Agreement or as subsequently notified by the Parties from time to time. If notice is sent to Adobe, it shall be sent to the attention of Associate General Counsel, Enterprise Sales, A17 345 Park Avenue, San Jose, CA 95110-2704.
- (b) *Assignment.* Customer may not assign this Agreement without Adobe's prior written approval. Customer is not permitted to transfer any of the Licenses to anyone nor to any computers not in the Site. Adobe's rights and obligations, in whole or in part, under this Agreement may be assigned by Adobe. Any attempted assignment in violation of this Clause shall be null and void.
- (c) *Waiver.* The waiver by either Adobe or Customer of a breach of any provisions contained in this Agreement shall be in writing and shall in no way be construed as a waiver of any succeeding breach of such provision or a waiver of the provision itself.
- (d) *Severability.* If any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and in such event, such provision shall be changed and interpreted so as to best accomplish the objective of such provision within the limits of applicable law or applicable court decisions.
- (e) *No Agency.* Nothing contained in this Agreement shall be construed as creating any agency or partnership between the Parties.
- (f) *Attorneys' Fees.* If any proceeding or lawsuit is brought by Adobe, its licensors, or suppliers, or by Customer concerning this Agreement, the prevailing party in such proceeding shall be entitled to receive its costs, expert witness fees and reasonable attorneys' fees, including costs and fees on appeal.
- (g) *English Language.* If this Agreement is executed in more than one language version, then the English language version shall prevail in case of any discrepancy between the versions.
- (h) *Controlling Law.* This Agreement shall be governed in all respects by the laws of the state of California, excluding its conflicts of laws provisions. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. All disputes arising out of this Agreement will be subject to the non-exclusive jurisdiction of the state and federal courts located in Santa Clara County, California, and each party hereby consents to the personal jurisdiction thereof.
- (i) *Entire Agreement.* This Agreement (including schedules and attachments hereto and applicable EULAs) completely and exclusively states the Parties' agreement regarding its subject matter. This Agreement supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding such subject matter. Except as otherwise set forth in this Agreement, this Agreement shall not be modified except by an amendment executed by the Parties.
- (j) To the extent of any inconsistency between the terms of this Agreement, or any other supplemental agreement or documents, including any purchase order submitted by California State University, the terms of this Agreement shall prevail. Notwithstanding anything in the EULA to the contrary, Customer shall not have the right to transfer or assign the Licenses without the express written consent of Adobe.

IN WITNESS WHEREOF, this Agreement, together with the attached schedule(s), is hereby executed as follows:

ADOBE SYSTEMS INCORPORATED

California State University's Chancellor's Office

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT 1

Schedule A

Pursuant to the Agreement, **California State University Chancellor** (“Customer”) has the right to permit the California State Universities listed in Exhibit 4 to order Software Licenses and Maintenance, pursuant to the terms and conditions of the Adobe Education Enterprise License Agreement, by and between Adobe Systems Incorporated and Customer (the “Agreement”) and the additional terms and conditions set forth in this Schedule A, subject to each interested California State University’s execution of this form of Schedule A. _____ is a California State University of Customer (hereafter “California State University”) and desires to be bound by the Agreement, as if it were Customer.

NOW THEREFFORE, in consideration of the promises contained in this Schedule A, the Adobe and California State University hereby agree as follows.

1. **Agreement to be Bound.** By executing a Schedule A, California State University agrees that all references to “California State University” and/or “Customer” in the Agreement are applicable to California State University, and California State University agrees to be bound to all terms and conditions in the Agreement and this Schedule A. In the event of any conflict between the terms of the Schedule A and this Agreement, the terms of the Schedule A shall govern and control to the extent of such conflict. Unless otherwise defined in this Schedule A, all capitalized terms in this Schedule A shall have the meaning ascribed to them in the Agreement.

2. **Term and Termination.** For the purposes of this Schedule A only, the “Term” as referred to in the Agreement shall begin on _____ and shall continue until _____ unless terminated earlier in accordance with the Agreement. Termination of this Schedule A shall not affect the Term or any other Schedule, unless otherwise specified by Adobe. Further, if the Agreement terminates for any reason, this Schedule A, and rights under all Schedules shall automatically terminate without further action or liability of Adobe.

3. **California State University Information.**

Name: _____
 Street Address: _____
 City and State/Province: _____
 Country and Postal Code: _____
 Contact Name _____
 E-mail _____
 Tel number _____
 Fax number _____

This contact is authorized to perform electronic downloads and perform purchase history inquiries and reports.

4. **Student License Option.** By checking the applicable box, California State University has has not elected to enroll in the Student License Option during the Term.

5. **California State University’s FTE.** As of the Schedule Effective Date, California State University represents and warrants that its FTE is: _____

6. **Orders.** California State University agrees to place its order for the following items and quantities with the Channel Entity, _____, on or before _____.

<u>Adobe SKU</u>	<u>Software/Maintenance Description</u>	<u>Per FTE Unit Price</u>	<u>FTE Quantity *</u>	<u>Total</u>

Total Fees: _____

7. Additional Terms and Conditions.

a. *References - Applicable to San Jose State University Only.* Upon Adobe’s request, Customer agrees to (a) provide the following: (i) a quote from a Customer executive about the implementation and use of the Software; and/or (ii) a “success story” describing how Customer implemented the Software; and/or (b) participate in a case study regarding Customer’s use of the Software (collectively “Reference(s)”). Customer hereby grants to Adobe and anyone authorized by Adobe, to use, reproduce, publicly perform and display and distribute the References in print or electronic format for the marketing and promotion of Adobe, its products and services. Customer also grants Adobe a limited right to modify the References and thereby create derivative works of such References for grammatical, length, style, size or formatting purposes, and to translate the References into other languages. This license is non-exclusive, perpetual, irrevocable, worldwide, royalty-free and fully-paid. Upon Adobe’s request for any Reference, Licensee shall provide the requested Reference within a reasonable period of time.

b. *e-Academy Deployment – Applicable to San Jose State University and California State Fullerton Only.* Notwithstanding anything to the contrary in the product EULAs, San Jose State University may use eAcademy to manage the Student License and Work at Home for Faculty and Staff Software distribution. Provided, however, that San Jose State University shall make no agreement, express or implied, that limits Adobe’s right or ability to track and/or audit eAcademy’s distribution of Software hereunder. Customer also understands that the use of eAcademy may be subject to additional fees, requirements, and/or terms of use. Customer permits Adobe to obtain, and eAcademy to release, any and all information relating to Customer’s use and deployment of the Software and Customer shall obtain all necessary consents, if applicable, for the release of such information. Customer will purchase all downloads in advance. When customer has exhausted its prepaid downloads, it must purchase additional pre-paid downloads prior to downloading any additional Software.

IN WITNESS WHEREOF, the parties have executed this Schedule A by their duly authorized representatives as of the date of last signature below.

ADOBE SYSTEMS INCORPORATED

CALIFORNIA STATE UNIVERSITY

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT 2

Licensing Report

Submit original Report to Adobe per the information below.

Agreement Number: _____

Customer Name: _____

Agreement Effective Date: _____

Report Current Deployment

Enter the current total number of Product installations, deployments, and distributions being reported for your company.

Current Total of:

- **Installations and Deployments (Faculty and Staff Licenses):**

- **Distributions (Student Licenses):**

Date of Count: _____

Report Student Enrollment Information

Current Student Enrollment: _____

Number of Students who have received Student Licenses who have graduated or have otherwise de-enrolled since the prior submitted Licensing Report: _____

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

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

Submit completed report to:
elatrueup@adobe.com

EXHIBIT 3
SAMPLE LETTER OF DESTRUCTION

(Letterhead of California State University)

Date:

Attn: Associate General Counsel, Enterprise Sales
Adobe Systems Incorporated
A17 345 Park Avenue
San Jose, CA 95110

Re: Certification of De-Installation

Dear Adobe;

This is to certify that after diligent inquiry <California State University> has de-installed all of our licenses of <ADOBE PRODUCTS> which were acquired on an FTE Count basis pursuant to the <AGREEMENT>, effective as of <EFFECTIVE DATE OF AGREEMENT>, by and among Adobe Systems Incorporated, Adobe Systems Software Ireland Limited and <California State University>. Such de-installation and certification will ensure that our licenses of <ADOBE PRODUCTS> are no longer accessible or available for use by <California State University> and our California State Universities.

We acknowledge that we have records and information to support the foregoing certification, which we will make available to Adobe upon Adobe's request.

Sincerely

Printed name: _____

Title: _____ < Corporate Officer of California State University>

Date: _____