



Adobe[®] Volume Licensing

Cumulative Licensing Program Guide

Education Program Members

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Cumulative Licensing Program 5 Summary

The Adobe Volume Licensing (AVL) Cumulative Licensing Program 5 (CLP) is a two-year licensing program membership with Adobe. A CLP 5 member (Program Member¹) places an initial order with either its Adobe License Center (ALC) or reseller for Adobe software licenses and optional Upgrade Plan. The point value of the initial order sets the Discount Level for that order and for additional orders. Program Members may improve their Discount Level by accumulating points through the purchase of additional licenses or Upgrade Plan during the term of their CLP membership.

CLP membership is available worldwide to Commercial, Government and Education organizations and covers most Adobe desktop products.

WORLDWIDE EDUCATION MEMBERS	
Member Type: Educational entity	As defined in the Education CLP 5 Membership Agreement terms and conditions.
Basis of CLP 5	Total point value of initial order determines Discount Level (future orders continue to accumulate points and may improve Discount Level).
Discount levels (worldwide)	Three point levels: 1 = 5,000 – 49,999 2 = 50,000 – 99,999 3 = 100,000+
Membership Term	Two (2) years, between Program Member and Adobe
Minimum reorder?	No
License Option	<ul style="list-style-type: none"> • Standard CLP Licensing • Student Licensing • Term Site Licensing • Concurrent Licensing

Membership

New or renewing Program Members agree to the CLP 5 Membership Agreement terms and conditions and enroll online in the CLP membership with Adobe. If approved, the Program Member receives a CLP Agreement Number via email from Adobe.

The AVL worldwide product point values list is published in the Adobe Discount Level Calculators on the Adobe Volume Licensing pages at <http://www.adobe.com/go/volumelicensing>. These calculators are intended to be used as an estimation tool. For specific point values and prices, members can work with an ALC or reseller.

Licensing Options

Adobe provides different licensing options to suit the varying needs of Program Members.

Standard CLP Licensing is the primary licensing option. It allows Program Members to purchase a single license and grants the rights to use that license in perpetuity so long as the EULA (End User License Agreement) terms and conditions are not breached.



¹ Program Member refers to CLP 5 Program Members throughout this document

Additional licensing options include:

- **Student Licensing** – a licensing program that allows schools to purchase products for students, who in turn purchase the product from the school. See “Student Licensing” on page 14.
- **Term Site License** – the Term Site License (TSL) option allows qualified Education Program Members the ability to license a subset of Adobe’s products for a limited period of time. This option is available under CLP Education membership, but enrollment is required. See “Term Site License” on page 16.
- **Concurrent Licensing** – available with some products for qualified Education Program Members. It is similar to Standard CLP Licensing, however a Program Member may purchase a quantity of licenses equal to the maximum number of concurrent users, regardless of the number of installations that occur. Program Members must maintain and use adequate verification or monitoring software to manage the concurrency. For information on the products available under concurrent licensing, Program Members should contact an ALC or reseller.

Example: A college instructor has a school lab with 50 computers. The maximum number of students in any class is 25, so only 25 computers are in use at one time. The instructor may install Adobe software on all 50 desktops or enable access to the software across the network while purchasing only 25 concurrent licenses.

Product Availability

Program Members are eligible to purchase any available products in their region from the Application Product Pool. A Product Pool is a collection of Adobe software products with a similar deployment model. Adobe may add or discontinue products at any time. In the future, Adobe may add additional Product Pools for Program Members.

Affiliates

Program Members have the option of adding affiliates¹ to their membership. Affiliates are entities that are directly or indirectly under common ownership or control with the Program Member. Program Members can choose to list affiliates on the CLP membership enrollment form or allow affiliates to enroll separately. Purchases made by the affiliates accumulate points under the Program Member's CLP membership, which contributes to the overall Discount Level. The same Discount Level is shared by the Program Member and all affiliates.

There are two types of affiliates that Program Members may have associated with their CLP membership: Member-listed Affiliates and Self-enrolled Affiliates. There are specific features that apply to each type of affiliate, and some features are shared by both.

NOTE

For more information about renewals for affiliates, see “Affiliate Renewals” on page 13.



1. As defined in the CLP 5 Membership Agreement terms and conditions and/or the Glossary of Terms.

Member-listed Affiliates

Program Members may list eligible affiliates on their online enrollment¹ form enabling them to participate in the CLP membership. Member-listed Affiliates do not enroll on their own, but are able to purchase under the Program Member’s CLP membership and receive the same Discount Level. Any orders placed by the Member-listed Affiliates accumulate applicable points towards the Program Member’s CLP membership.

Self-enrolled Affiliates

Any eligible affiliate that is listed on a Program Member’s enrollment is also eligible to enroll separately as a Self-enrolled Affiliate. Participating as a Self-enrolled Affiliate requires the submission of a separate enrollment form, which establishes separate serial numbers and allows the Self-enrolled Affiliates the option to designate its own Adobe License Center (ALC) and select its own Upgrade Plan payment terms. There is no minimum initial purchase required to establish Self-enrolled Affiliate status. Any orders placed by the Self-enrolled Affiliates accumulate applicable points toward the Program Member’s CLP membership.

Program Members have the opportunity during their enrollment to set the enrollment options for Self-enrolled Affiliates to join the CLP membership. These options are to always allow, always deny, or require notification prior to enrollment. If the needs of the Program Member change about how Self-enrolled Affiliates are accepted into the CLP membership, they can adjust their preferences on the Licensing Web Site (LWS) <https://www.licensing.adobe.com>.

Affiliate Characteristics		
	Member-listed	Self-enrolled
Points accumulated added to Program Member total	X	X
Receives the same Discount Level as Program Member	X	X
Entity name must be listed on the Program Member’s enrollment form	X	X
Participation ends when Program Member’s CLP membership expires	X	X
Must enroll separately via an enrollment form		X
Can choose Upgrade Plan payment option		X
Can designate any Adobe License Center from which to make purchases		X
Assigned unique CLP Agreement Number		X
Assigned serial numbers that are different from the Program Member		X



Adobe License Center

The Program Member has the option to designate an Adobe License Center (ALC) on the CLP membership enrollment form. An ALC is a reseller authorized by Adobe to offer the

1. Known as Schedule A on the paper-based CLP 5 Membership Agreement

AVL CLP membership program for Commercial, Education, and/or Government Program Members. (In this Program Guide the term “ALC” is used to describe the entity from whom the Program Member orders Adobe software.)

NOTE

In some locations, Program Members may order software products through a reseller that is not an ALC. In this case, the Program Member still must satisfy all obligations in the CLP membership that reference ALC(s), but will do so through the reseller.

By choosing a designated ALC, the Program Member is authorizing Adobe to send the designated ALC information pertaining to the Program Member, its membership, and orders.

End User ID Number

Adobe establishes an End User ID number for each Program Member and each Self-enrolled Affiliate. Information about all orders for that Program Member or Self-enrolled Affiliate can be found within the Adobe Licensing Web Site (<https://www.licensing.adobe.com>) using the End User ID. This number is different from the Program Member’s CLP Agreement Number, which is valid only during the two-year duration of the CLP membership. Members retain the same End User ID even after a membership expires and a new one begins.

Adobe’s Licensing Web Site

The Adobe Licensing Web Site (LWS) (<https://www.licensing.adobe.com>) allows Program Members to access pertinent information about their membership including detailed purchase history, LWS account information, product serial numbers and membership information such as expiration dates.

New Program Members receive an email containing instructions on setting up their LWS account, which includes information on how to use their email address as the login, and how to set a password for the CLP membership.

Reports

Program Members and their affiliates may print a CLP Purchase Summary marked with the Adobe logo from the Adobe Licensing Web Site (LWS). This document could be several pages long. Program Members may select a date range to create an online printable master document that includes all products licensed during the date range.

Program Members may run a Detailed Purchase History report that summarizes all orders reported to Adobe, with these restrictions:

- Program Members have access to all of their orders as well as all orders of their affiliates, including those of any Self-enrolled Affiliate(s).
- Affiliates have access only to information about orders placed by that affiliate.



Customer Service

Adobe Customer Service provides support for Adobe Volume Licensing participants. Program Members may call 1-800-833-6687. Outside the U.S. and Canada, Program Members should visit Customer Service International Support at www.adobe.com/support/intlsupport.html for additional contact information.

How to Order

Programs Members work directly with an Adobe License Center (ALC) or reseller of their choosing to place orders for Adobe software and Upgrade Plan.

Initial Order

Within 30 days of receipt of the CLP Agreement Number, the Program Member must submit a purchase order for an initial order to their ALC or reseller. This order must meet the minimum point level selected in the CLP 5 Membership Agreement. The Program Member then receives an order confirmation email that includes directions for accessing serial numbers for the products it ordered.

If this purchase order does not meet the minimum point value for the selected Discount Level, the order is not processed, serial numbers are not generated, and the order is returned for correction. If the Program Member does not correct and resubmit the order within 30 days, Adobe sends the Program Member and the designated ALC, if chosen during enrollment, an email notice indicating the initial order has not been received. Adobe may suspend the CLP membership if the initial order is not met within 45 days.

Reorders and Additional Orders

Reorders and additional orders can be placed through the Program Member's ALC or reseller at any time and will receive the same discount as the initial order until the time that the Program Member accumulates enough points to receive a greater discount.

After the initial order, there is no minimum point requirement.

License Purchase Requirements

Program Members and affiliates are responsible for placing orders for licenses during the same month that any software is installed, deployed or otherwise used or made available for use by the Program Member or an affiliate.

License Certificates

Adobe provides a PDF certificate of each transaction that occurs. The certificate is automatically generated and posted to the Program Member's account in LWS. Certificate items include:

- Address
- Adobe End User ID
- Adobe Order Number
- Certificate ID
- CLP Agreement Number
- End User Name
- End User PO (purchase order)



- Licensing Program
- Products Licensed
- Quantity licensed
- Quantity returned, transferred, or upgraded
- Serial Numbers
- SKU Description
- SKU Number
- Stamp or other mark on certificate that indicates if the order is Returned, Upgraded, or Transferred
- Start and end dates for License, Upgrade Plan, Technical Support
- Total Product Point Value

Media and Documentation

Documentation is available online for most Adobe desktop products. Program Members may order any software media or printed documentation that they require. Quantities must not exceed the number of licenses being ordered and/or owned.

NOTE

Media and printed documentation orders do not count toward point accumulation.

Electronic Software Delivery (ESD)

For the CLP membership, Adobe provides Electronic Software Delivery (ESD) for selected products via the Adobe Licensing Web Site (LWS) (<https://www.licensing.adobe.com>). Program Members can only download products for which they currently have licenses, and some of the Adobe products may not be available through ESD. Adobe Customer Service can assist Program Members with ESD download issues.

Adobe provides the Program Member's Program Administrator, Self-enrolled Affiliates' Program Administrators, and any Deploy-to contacts listed on an order with access to a secure ESD server. These contacts may download any purchased Adobe desktop software product, provided they meet the conditions outlined in the "License Purchase Requirements" section on page 8.

The Program Administrator may grant additional users access to LWS with rights to use ESD, and may also transfer their administrative rights to a different contact within the organization.

NOTE

The number of downloads for each product is tracked on the download site and is available for Program Members to view on the ESD download screen.



Serial Numbers

Program Members are issued one serial number for each specific product as defined by version, language, and platform except for products that come in both Macintosh® and Windows®

versions. For these products, Program Members receive serial numbers for both platforms, even when only one platform is licensed.

Program Members use their respective serial numbers for all installations of a given product. Serial numbers do not change when CLP memberships are renewed as long as the same End User ID is selected on the enrollment.

Program Members can retrieve serial numbers by logging into LWS and following the online instructions.

Improving Discount Levels

Program Members may achieve a better Discount Level as they and their affiliates continue to make purchases throughout the term of the CLP membership.

Re-leveling

On the 14th day of each month, Adobe reviews the total points purchased by each Program Member, including its affiliates, from the effective date of the Program Member's CLP membership through the 14th of that month. Only the points from orders that are placed and fulfilled on or by the 14th are considered in the monthly review of a Program Member's total points. For orders placed on the 14th but not fulfilled on the 14th, the points from these orders are included in the following month's point total review.

If a Program Member's total points accumulated through the 14th of the month have qualified the Program Member for the next Discount Level, beginning on the 15th of that month, the Program Member is eligible for the higher level. Adobe sends notification of the improved Discount Level to the Program Member's Program Administrator, the designated ALC (if chosen during enrollment), and the Program Administrator of each Self-enrolled Affiliate. Program Members are responsible for informing any other resellers with whom they do business of their improved Discount Level eligibility.

Example 1: Adobe receives an order from an ALC for ABC Company on July 10. ABC Company's CLP membership was effective as of April 3rd. On July 14th, Adobe calculates the total points for all orders placed and fulfilled by ABC Company and its affiliates from April 3rd to July 14th. If the total points put ABC Company in the next Discount Level, Adobe automatically changes the Program Member's Discount Level effective July 15th and notifies the Program Member and its designated ALC (if chosen during enrollment).

Example 2: Adobe receives an order from an ALC for XYZ University on July 17th. Because the monthly point calculation takes place on the 14th, this order is added into the XYZ University's August 14th Discount Level validation. If the total points on August 14th put the XYZ University in the next Discount Level, the change takes effect August 15th.

NOTE

Returns may result in a CLP being re-leveled to a lower Discount Level.



Returns

Purchases made under a CLP membership may only be returned for one of the following reasons:

- The Program Member does not agree with the terms and conditions of the End User License Agreement (EULA).
- The wrong product, platform, or quantity was delivered. (This could include Adobe shipping the item requested on the ALC or reseller's purchase order, but this information does not match what the Program Member ordered.)
- The Program Member receives a duplicate shipment or duplicate billing (due to a duplicate purchase order from the ALC or reseller).
- The Program Member cancels the order (before receiving the order but after Adobe has shipped it).

Adobe must approve and issue a Returned Materials Authorization (RMA) for any return request. The Program Member must make the return request within 30 days of the original license order date. The request must state the reason for the return and provide proof of the original order date.

In order to issue credit, Adobe must receive, within 30 days of issuing the RMA, an Adobe Letter of Destruction (LOD) with an original authorized signature from the Program Member. The ALC or reseller will provide the letter's wording.

If a return is approved, the Program Member's point totals are adjusted in the next month's report, and Adobe sends a confirmation email to the Deploy-to contact person (end user) listed on the order.

A Program Member may make a partial return of an order. However, Adobe may reject any partial return that would cause a decrease in the Program Member's Discount Level.

Following are some return examples that might affect Discount Level:

- **Example:** XYZ University wishes to return 100% of its initial order. It must submit a new order that meets the minimum initial point requirement in order to continue its CLP membership.

Upgrade Plan

Under Upgrade Plan, Program Members pay for the right to receive any upgrades that Adobe makes generally available during the term of their Upgrade Plan coverage. Points are accumulated for Upgrade Plan purchases and contribute to the Program Member's overall Discount Level.

Coverage begins on the date of the Program Member's purchase order (PO) and ends on the same day that the CLP membership ends.

Program Members may purchase an Upgrade Plan for any new and/or upgrade licenses, provided the Upgrade Plan is purchased at the same time as the licenses. The only exception to this rule occurs during the first three months of the CLP membership when the Program Member may purchase Upgrade Plan separately for any current version licenses purchased prior to the current CLP membership.



Coverage ordered after the first three months of the CLP membership is prorated by three-month increments, as shown in this table detailing the Upgrade Plan SKUs by payment option:

UPGRADE PLAN PAYMENT OPTIONS FOR CLP								
Payment Option	Month of the CLP Membership							
	1-3	4-6	7-9	10-12	13-15	7-12	19-21	22-24
1-year	12 month SKU	9 month SKU	6 month SKU	3 month SKU	12 month renewal SKU	9 month renewal SKU	6 month renewal SKU	3 month renewal SKU
2-year	24 month SKU	21 month SKU	18 month SKU	15 month SKU	12 month SKU	9 month SKU	6 month SKU	3 month SKU

NOTE	Program Members may not order more Upgrade Plans than the number of licenses owned, nor may they order Upgrade Plans for installed products for which they have yet to purchase the licenses.
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If Adobe discontinues a product for which a Program Member has ordered an Upgrade Plan, Adobe does not refund Upgrade Plan fees.

Payment Options

Program Members may pay the Upgrade Plan fee in two annual installments or in a single payment. Whichever payment option a Program Members selects at the beginning of the CLP membership will apply to all Upgrade Plan purchases throughout the two-year membership term.

Upgrade Plan Renewals

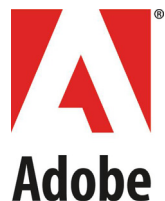
Program Members must renew their Upgrade Plan by the anniversary date that their Upgrade Plan expires or their coverage lapses. Early renewal (for the following term CLP) does not change a Program Member’s anniversary date.

Adobe notifies a Program Member via email 90 days before their Upgrade Plan coverage is due to expire. It also sends an alert to a Program Member’s Licensing Web Site (LWS) Inbox with a reminder to renew. The message appears in the LWS Inbox 90 days prior to the expiration date and remains there for two years or until the Program Member or LWS archives the message.

CLP Membership Renewals

At the end of the two (2) year CLP membership, Program Members wishing to participate in another two (2) year CLP membership may be given the option of renewing¹. Program Members keep the serial numbers and the End User ID from their prior CLP membership. However, the renewal CLP membership is assigned a new CLP Agreement Number.

Early renewal does not change the Program Member’s anniversary date.



1. If the CLP program is being made available at such time.

Renewal Notification

Adobe notifies the Program Member in advance of their CLP membership expiration date and that their CLP membership is due for renewal. Renewals should be submitted 10 days before the CLP membership expiration date in order to be executed on time.

Renewal Requirements

Program Members who wish to enroll in the program for an additional two-year membership are required to re-enroll online.

The initial purchase for a CLP membership renewal is waived when the Program Member's total points accumulated under the previous CLP membership are equal to or greater than the minimum point requirement of any given Discount Level. In order to determine if a Program Member qualifies for renewal without an initial purchase, they should compare their existing point total to the minimum Discount Level values of the CLP membership. If the point total is equal to or greater than the minimum point requirement of any Discount Level under the CLP membership, then the Program Member may renew at that level with no initial purchase.

NOTE

Program Member's who renew their CLP membership and set their new Discount Level based upon point accumulation from their previous CLP membership (instead of placing an initial order) begin the new CLP membership with zero (0) points.

Renewal Examples

The following examples are based on Commercial Program Members in U.S. and Canada that select Discount Level 1 (minimum point value: 25,000).

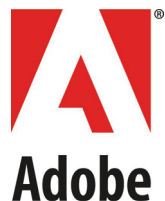
Example 1: The Program Member's initial order is valued at 25,000 points. Over the term of the two year CLP membership, the Program Member places additional orders valued in total at 15,000 points. At the end of the CLP membership, the Program Member has accumulated 40,000 points. The Program Member compares their 40,000 points to the minimum points required for Discount Level 1 (25,000 points) and Discount Level 2 (100,000 points). The Program Member finds that they have exceeded the minimum points requirements for Discount Level 1, but have not exceeded the minimum points requirements for Discount Level 2. The Program Member may renew into Discount Level 1 with no initial purchase required.

Example 2: The Program Member's initial order is valued at 100,000 points. Over the course of the 2 year CLP membership, the Program Member places additional orders valued in total at 260,000 points. At the end of the CLP membership, the Program Member has accumulated 360,000 points. The Program Member compares their 360,000 points to the minimum points required for Discount Level 2 (100,000 points) and Discount Level 3 (300,000 points). The Program Member finds that they have exceeded the minimum points requirements for Discount Level 2 and Level 3. The Program Member may renew into Discount Level 3 with no initial purchase required.

Affiliate Renewals

Affiliates wishing to participate in the CLP membership after the expiration of their initial membership may do so after the Program Member has re-enrolled.

If a Program Member does not renew the CLP membership for any reason, the associated affiliate may not renew.



High-Volume Discount

By ordering certain products (including Upgrade Plan for those products) at certain unit quantities in a single transaction, Program Members can earn greater discounts.

Availability

High volume discount is available to CLP Education Program Members worldwide.

Membership

There is no separate enrollment required. Participation in this CLP membership is automatic through the use of a special SKU, applied at the time of transaction.

Discount Levels

Program Members order the appropriate High-Volume SKU on the appropriate CLP price list. High-Volume Discount orders are validated for their discount on a per-transaction basis. Each order must meet the minimum unit requirement to qualify for a High-Volume Discount.

NOTE	Different products may not be combined to reach the minimum unit quantity.
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High-Volume Discount orders provide the same CLP point values for license, upgrade license, Upgrade Plan, or any other CLP order.

The following table lists the Discount Levels and minimum units required for each purchase:

EDUCATION Member	
Level	Units per SKU
1	500 - 999
2	1,000 - 2,499
3	2,500+

Upgrade Process

Program Members may upgrade all, some, or none of the licenses ordered through the High-Volume Discount. In order for upgrades to qualify for the High Volume Discount, the number of units ordered must meet the same minimums as with standard licenses.

Student Licensing

Higher education and K-12¹ education Program Members in the United States and Canada may buy certain Adobe education products in volume for distribution to their student population at a price determined by the educational institution.



1. Throughout this document, K-12 refers to education institutions that consist of primary and secondary education institutions.

Although the education products purchased under the Student Licensing option become the property of the student, the total point values accumulated from purchases under the Student Licensing option are credited to the educational institution Program Member.

Enrollment

To participate, a qualified education institution Program Member must enroll online in the Student Licensing option or submit an addendum to the CLP 5 Membership Agreement at the time of initial enrollment or anytime after as long as the CLP membership is active.

Products Available and Order Requirements

Products available for purchase under the Student Licensing offering, along with minimum ordering requirements, can be found by visiting <http://www.adobe.com/go/volumelicensing>.

Discount Levels

There is one price per eligible education product, regardless of the educational institution Program Member's Discount Level or the number of student licenses purchased.

Serial Numbers

The license SKUs being purchased under this option will NOT generate serial numbers. When these licenses are viewed on LWS, or on any licensing report, no serial numbers appear since the licenses are owned by the students that acquired the product from the education institution Program Member.

Each student who receives Adobe education product from an educational institution Program Member is responsible for registering their product with Adobe in order to receive their serial number.

Documentation

Printed documentation is not available for purchase under CLP Student Licensing.

Languages

All products available under the Student Licensing option are in Universal English and French Canadian.

Returns

Returns are not allowed for the Student Licensing option. Once an order is placed, the sale is final.

Upgrade Plan and Technical Support

Upgrade Plan is not available for purchase under CLP Student Licensing.

Technical support is not available under CLP Student Licensing.

Transfer of License

Licenses purchased through the Student Licensing option cannot be transferred.



Term Site License

The Term Site License (TSL) option is available to education institutions that are CLP Education Program Members. This option allows a Program Member the ability to license some of Adobe's products for a limited period of time at one designated location or site. TSL purchases accumulate applicable points towards the CLP membership.

TSL licensing requirements and Discount Levels are based on the type of education Program Member and qualified site measures. For higher education Program Members, the measurement is based on the total number of Full-time Equivalent (FTE) faculty and staff for the site. For more information about the discounts, see “Discount Level” on page 18.

Entry Requirements

In order to qualify for entry into TSL a CLP Education Program Member must meet the minimum entry requirements of their school type: higher education. The default licensing measurement for TSL is the Program Member's entire 'site' (i.e.: 100% of the FTE). If a Program Member wishes to license a subset of their entire site, and can adequately define and manage that subset separately, then they may enroll just that subset into the TSL offering.

When defining a site as a subset, the site must be clearly defined in relation to the overall institution such as a campus, division, and so forth. When a site is a subset, it is the Program Member's responsibility to ensure usage of the licensed product is not granted to unauthorized members of the institution.

NOTE

Areas of a school institution that are not eligible to participate in TSL include, but are not limited to, museums, prisons, and printing. They may be owned by the Program Member and use the Program Member's controlled computers, but they do not qualify under the TSL.

Enrollment

Program Members may enroll in the TSL option as a separate agreement which is linked to their CLP membership. Program Members can initiate an enrollment in TSL through <http://www.adobe.com/go/volumelicensing> and then complete the following steps:

1. Access and complete the TSL online enrollment form
2. Download, print and sign a PDF of the completed form
3. Submit completed enrollment form online
4. Send signed form to Adobe

NOTE

It is possible for a Program Member and their Self-enrolled Affiliate Program Member to each establish a TSL agreement.

Term

The TSL agreement is co-terminus with the end of the CLP membership. A Program Member may elect to enter into the TSL option during the course of their CLP membership. If they do, they are charged a pro-rated term that begins the month of enrollment and expires on the CLP membership expiration date. With the ability to pro-rate, a TSL term may range from 6 to 24 months in duration.

IMPORTANT

Adobe will not allow a TSL term of less than 6 months.



Payment Options

The payment options for TSL are one payment at point of enrollment or annual installments (one of which is due at time of enrollment).

The choice of annual installments is only available to Program Members that enroll in TSL with more than 18 months left on their CLP 5 Membership Agreement. If a Program Member enrolls in TSL with less than 18 months left on their CLP 5 Membership Agreement, then they may only pay for TSL with one payment at the time of enrollment.

NOTE	TSL always ends with the Program Member’s CLP membership.
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Example 1: If a Program Member enrolls in TSL at the same time as CLP, they can:

- make one payment that covers the full 24 month term, or
- make one annual installment (for 12 months of usage) at the time of enrollment and then an additional annual installment due upon the first anniversary of the TSL and CLP membership. (See table below.)

	Jan	Feb - Nov	Dec
Year 1	CLP & TSL begin (First annual installment)		→
Year 2	(Second annual installment)		CLP & TSL end →

Example 2: If a Program Member enrolls in TSL 6 months after enrolling in CLP, they can make one payment that covers the full 18 month term, or make one annual installment (for 6 months of usage) at the time of enrollment and then an additional annual installment (for 12 months of usage) due upon the first anniversary of the CLP membership. (See table below.)

	Jan	Feb - May	June	July - Nov	Dec
Year 1	CLP begins		TSL begins (First annual installment)		→
Year 2	(Second annual installment)				CLP & TSL end →

Example 3: If a Program Member enrolls in TSL 9 months after enrolling in CLP, they can only make one payment that covers the full 16 month term. (See table below.)

	Jan	Feb - Aug	Sept	Oct - Nov	Dec



Year 1	CLP begins		TSL begins		
			(one payment)		
Year 2					CLP & TSL end

Discount Level

Discount levels vary depending on the Program Member’s site size.

Higher Education Program Members

Pricing for higher education TSL is based on FTE. FTE is measured as:

$$(Full\ Time\ Faculty) + (Part\ Time\ Faculty/3) + (Full\ Time\ Staff) + (Part\ Time\ Staff/2) = FTE$$

Program Members must calculate the total FTE quantity of their site to identify the appropriate TSL Discount Level. The following are the Discount Levels that are used when determining a product’s per-FTE pricing.

Higher Education TSL	
Discount Levels	FTE Number
Level 1	100 - 500
Level 2	501 - 2,000
Level 3	2,001 - 8,000
Level 4	8,001+

To determine the total cost of the TSL agreement, Program Members must multiply the per FTE price for their Discount Level by their total FTE quantity to arrive at the total cost of their Term Site License: (TSL Discount Level’s per FTE price) x (FTE) = TSL Total Cost

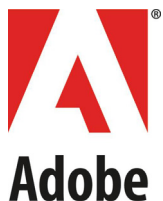
Upgrade Plan

Upgrade plan is required and included in the Term Site License Program pricing for the duration of the term agreed upon. TSL Program Members receive any upgrades, bug fixes, and updates Adobe makes available during the term of their agreement. In order to receive any upgrades the agreement must be active.

Renewal

The renewal of a TSL agreement must be done concurrently with the renewal of the CLP membership. The Discount Level of the TSL renewal is established by the then current FTE or computer quantity and site definition. Since TSL licenses are term-based and not perpetual, there is no waiver of the TSL initial purchase based on prior performance, as there is under the standard the CLP membership.

IMPORTANT	If the TSL agreement is NOT renewed, Program Members are required to un-install the software.
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CLP Membership Policies

In addition to the CLP membership details already described, Adobe maintains the following CLP membership policies to ensure that Program Members fully understand the membership and software use requirements under the program.

Backward Licensing

Adobe allows Program Members to order a current-version license but use a prior version. These members can contact Adobe Customer Service to request a serial number for the earlier version if they do not already have one. Even when using an earlier version, the Program Member must follow all guidelines of the current-version EULA. Media, documentation, and/or support for older product versions may no longer be available.

For example: ABC Company currently uses Acrobat 8 throughout the company and needs 100 additional licenses, but Adobe now sells Acrobat 9. ABC Company may purchase the 100 licenses as Acrobat 9, but install Acrobat 8. However those 100 licenses have to follow the Acrobat 9 EULA.

Concurrency

CLP Education members may order concurrent licenses for lab or administrative use of certain Adobe products. However, this option may be subject to additional fees, and the Program Member must maintain and use adequate verification or monitoring software to manage the concurrency. Concurrency is not available to the Commercial or Government market segments.

Cross-language Licensing

Licenses sold in a specific language grant use rights to that language. Licenses sold with the designation of “All” as their language do allow Program Members to deploy the product in any language they choose.

Exceptions to the conditions above may apply when the Program Member has active Upgrade Plan coverage and the new version of their product is not available in the originally licensed language, or a new local language is made available. In these instances Adobe will communicate what cross-language rights may apply.

Cross-platform Licensing

Program Members receive product serial numbers and media, if ordered, for both Windows and Mac as long as the product is available for both Windows and Mac and the two platforms are at the same version. Program Members can choose to use either platform, so long as the total number of licenses being used does not exceed the number purchased.

End User License Agreement

All use of the product is governed by the [End User License Agreement \(EULA\)](#) for the product, that usually must be accepted by electronic click through. EULAs may be found at (<http://store1.adobe.com/products/eulas/>). Where the CLP 5 Membership Agreement terms and conditions conflicts with a EULA, the CLP 5 Membership Agreement terms and conditions supersedes the EULA, but only as is necessary to resolve the conflict.



Media Duplication

Program Members must sign a media duplication schedule in addition to their CLP membership in order to be authorized to duplicate media. Media duplication is subject to all the restrictions and requirements set forth in the applicable schedule.

Worldwide Currencies

Adobe publishes CLP pricing for ALCs and resellers in USD, EURO, GBP, and the Japanese Yen. A price list for ALCs and resellers is published in each currency, based on established exchange rates.

NOTE	The price lists may or may not represent the same price worldwide. Pricing may vary based on exchange rates and other factors. A Program Member's worldwide CLP membership does not necessarily guarantee the same pricing worldwide, only access to the same Discount Level.
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All fees for the Licenses, Support and Upgrade Plans are determined by the ALC or reseller. Adobe does not set the pricing that ALCs or resellers may charge and the Program Member is free to negotiate fees directly with ALCs or resellers. In matters such as price, delivery, method of installation and payment terms must be agreed between the Program Member and its ALC(s) or reseller(s).

Adobe sets the following standards about currency and transactions:

- Each worldwide region has a designated single currency.
- ALCs and resellers are required to transact each order with Adobe in the appropriate regional currency.
 - Worldwide ALCs and resellers may choose to transact orders in other local currencies; however, they must complete each transaction with Adobe in the appropriate regional currency.
- The appropriate regional currency is determined based on the end user address where the order is being shipped (the Deploy-to address).

The following table lists the currency for each country or region:

Deploy-to Region (Country)	Currency
US and Canada	USD
Latin America (Including Mexico and the Caribbean)	USD
UK	GBP
Europe (All EU and EFTA countries)	EURO
Rest of Europe (All non-EU/EFTA countries in Europe and Eastern Europe)	USD
Middle East and Africa	USD
Asia Pacific (Includes China, Taiwan, all of Southeast Asia, Australia, New Zealand, India, and all other countries in Asia and excludes Japan)	USD
Japan	Yen



Transfer of License

Adobe's product EULAs may permit the transfer of software licenses to another person or legal entity. However, CLP licenses may not be transferred as broadly, and any CLP license transfer must meet the transfer policy requirements outlined below. Program Members may transfer CLP licenses under certain circumstances, such as when it becomes necessary due to mergers, acquisitions, consolidations, or divestitures. The following is the policy for the transfer of a license:

- Program Members may transfer licenses to any other qualifying Program Member, as well as to any organization participating in TLP.
- Both the previous and new licensees must complete and sign the Transfer of License form.
- The new licensee must agree to the terms of the EULA.
- CLP points credit transfers to the new licensee.
- Active Upgrade Plan for a license must be transferred along with the license.

Termination

Termination is when the CLP 5 Membership Agreement between Adobe and a Program Member or Self-enrolled Affiliate ends prior to the time the CLP membership is scheduled to end.

NOTE

Any Upgrade Plan purchased during the CLP membership is forfeited when a CLP membership is terminated.

At any time, a Program Member or Self-enrolled Affiliate may voluntarily terminate their membership by contacting Adobe. The termination of the CLP membership by a Program Member includes the termination of membership for the Program Member's affiliates. If a Self-enrolled Affiliate voluntarily terminates their membership, the Self-enrolled Affiliate will no longer make purchases that contribute to the Program Member's accumulated points.

Adobe reserves the right to terminate a CLP membership for failure to place an initial order. For more information, see "Initial Order" on page 8.

Use of Information

Adobe may use information about Program Members or affiliates for purposes of administering the CLP membership and for fulfilling its obligations under the CLP 5 Membership Agreement. Such information may be used among Adobe entities worldwide and among ALCs and resellers worldwide. This includes but is not limited to, the following:

- Sharing necessary program information of any Program Member or affiliates, including CLP Agreement Number, End User ID, and name and contact details of a CLP Program Administrator, with its ALC or reseller and with Adobe entities involved in program administration, wherever they may be located.
- Sharing information about a Program Member with its affiliates, or vice-versa
- Adobe will use the name and contact details of a Program Member, Program Administrator, or affiliate Program Administrator to send program related communications to such licensing contacts. This includes, but is not limited to, notices of upgrades, program changes, and notice of discontinuance of SKUs.



- Program Members will have the ability to view all program and order information for all of its affiliates, while affiliates members will only have access to information for orders placed by their own organization.

For more information

Contact your Adobe License Center or Adobe Customer Service, or visit <http://www.adobe.com/go/volumelicensing>.

Adobe, the Adobe logo, Acrobat, and FrameMaker are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries. Macintosh is a trademark of Apple Computer, Inc., registered in the United States and other countries. Windows is either a registered trademark or a trademark of Microsoft Corporation in the United States and/or other countries. UNIX is a registered trademark of The Open Group. All other trademarks are the property of their respective owners.

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Glossary of Terms

Account Type — an organizational entity of a specific user type (e.g. End User, Deploy-to, etc.), not an individual, that accesses the Licensing Web Site.

Channel Partner — either a Reseller or a Sold-to Partner.

Concurrency — ability for more than one user to access an Adobe product at the same time, where the total number of concurrent users differs from the number of licenses ordered, but the number of users accessing the software at a given time does not exceed the total number of licenses purchased.

Cross-platform license — where available, each Macintosh® or Windows® license for a product at the same version on both platforms entitles the user to run the software on either platform, but not on both. The CLP Program Member receives both a Macintosh and a Windows serial number with each transaction for every product license. Cross-platform licensing only applies to Macintosh and Windows platforms, not to other platforms such as UNIX, Linux, and so on.

Default Contact — receives communications from Adobe if the original contact intended to receive the communication is no longer a part of the organization (i.e. Resellers and Deploy-to's). For example, if a contact person listed on an order has been removed from your organization, the Default Contact person will receive any subsequent communications regarding that order.

Deploy-to — person, location, or other information about where an Adobe product is being used or deployed. Channel Partners and Resellers are not allowed to be a Deploy-to contact person on an order. If the customer would like the Channel partner to have access to their account, they can add the Channel Partner as a Deploy-to contact.

Designated ALC — reseller, authorized by Adobe to offer the AVL CLP membership, that the Program Member can choose to designate during the CLP enrollment

Discount Level — pricing level that a CLP Program Member achieves under CLP, based on the Program Member's initial order value plus incremental order values. The level is determined by the total point value of the products and Upgrade Plan ordered by the Program Member and its affiliates.

Education Affiliate — an entity that has legal personality, and are related schools, colleges, and/or universities under the ownership or control of the educational institution that is the CLP Program Member.

End User — customer's primary location or location they want associated with their CLP membership.

End User ID — a number that results when Adobe creates an account for a new account. Information about all orders for that account can be found within the Adobe Licensing Web Site (<https://www.licensing.adobe.com>) using the End User ID. This number is different from a Program Member's CLP Agreement Number, which is valid only during the two-year duration of the CLP membership. Members retain the same End User ID even after a membership expires, and a new one begins.

Initial Discount Level — Discount Level that a CLP Program Member starts with when they enroll in the CLP membership. The initial Discount Level is based on the Program Member's initial order.

Initial Order Points — number of points a CLP Program Member's initial order is translated into. The initial order points helps determine at which Discount Level a Program Member begins their CLP membership.

Initial order requirement — minimum order that must be placed within 30 days after Adobe issues a CLP Agreement Number, in order to qualify the CLP Program Member for participation in the CLP membership.

Licensing Contact — Licensing Contact is any individual who is associated with an Account in the LWS. This contact person may be listed on a particular order and would then receive communication regarding that order.

- Licensing Web Site** — <https://www.licensing.adobe.com>, the source used by Adobe sales, the channel, and Adobe volume licensing participants for information on current accounts.
- Media** — the physical disc containing Adobe software, such as a CD or DVD.
- Media Ship-to** — the Customer, Adobe License Center (ALC), Distributor or Reseller location where the physical disc containing Adobe software, such as a CD or DVD, is being deployed. Customers who are listed as a Media Ship-to address on an order will not have access to LWS.
- Member-listed Affiliate** — affiliate of a CLP Program Member who is listed on Program Member's CLP Membership Agreement. A Member-listed Affiliate does not need to enroll separately, they are able to purchase under the Program Member's CLP Membership Agreement and receive the same Discount Level. Any orders placed by a Member-listed Affiliate accumulate applicable points towards the Program Member's membership. Member-listed Affiliates do not have an initial purchase requirement.
- Named User** — each Deploy-to name on a license is a named user.
- Primary Contact** — the only person that can add or remove contacts for the organization (i.e. Sold-to Partners and Cost Centers), and also receives all communication from Adobe relating to their volume licensing account
- Point Value** — method of establishing a single worldwide value for Adobe desktop products and Upgrade Plan.
- Product Pool** — collection of Adobe software products with similar characteristics.
- Program Administrator** — the main point of contact for certain types of licensing programs such as CLP, and Term Site License—as well as Self-enrolled Affiliates of a CLP Program Member. The Program Administrator has certain privileges in comparison to other persons and receives special communications from Adobe about program details as well as have the ability to change certain preferences about that specific licensing program.
- Reseller** — the entity that purchases software from a Sold-to Partner and sells it directly to a customer.
- Self-enrolled Affiliate** — affiliate of the CLP Program Member who submits a CLP membership enrollment form on their own behalf.
- Sold-to Partner** — the physical location of the ALC, Solution Reseller or Distributor to whom Adobe sold the goods and/or services.
- Term Site License** — time-based access right granted to a CLP Program Member on behalf of their entire organization, or “site”. While not required, a Term Site License normally refers to a standard product loaded and managed onsite by a Program Member.
- Total Points Value** — value of a CLP Program Member's order calculated by adding the points value of each License and Upgrade Plan. (Media and documentation do not contribute to the total points value.)
- Upgrade Plan** — to pay for the right to receive any upgrades that Adobe makes generally available during the term of the Upgrade Plan coverage.