

# **Adobe Sales Order**

Customer	Acme Corporation Inc.				
Agreement Number	DRxxxxx				
Currency	USD				

### Adobe Inc.

**Products and Services Pricing Detail:** 

RAFT

# Adobe On-demand Services

Except as otherwise specified in this Sales Order, these On-demand Services automatically renew for successive periods of 12 months, unless either Party provides written notice to the other Party of its intent not to renew at least 30 days before expiration of any then-current License Term. Support Services are described at: https://helpx.adobe.com/support/programs/support-policies-terms-conditions.html

Line Number	SKU	Product Description	Billing Cycle	Quantity	Unit of Measure	License Term Start Date	License Term End Date	Unit Price	Total Fees
01		ANALYTICS PRIME:OD	Advance   Annually - In		Million SERVER CALLS Per				
					Month				

Adobe On-demand Services:

01

#### ANALYTICS PRIME:OD:

Fees associated with Adobe Analytics Prime Primary Server Calls in excess of the Annual Primary Server Call commitment shall be billed @ xx.xx USD CPMM. These fees are billed monthly in arrears as incurred. For a period up to 30 days prior to the Start Date (the "Implementation Period"), but in no event earlier than the Effective Date, Customer is granted a limited license to access the Products and Services for the sole purpose of implementation and testing at no additional cost to Customer, subject to all other terms and conditions of the Agreement. Further, Adobe may provide consulting services, as further described in this Sales Order, for Adobe Analytics during the Implementation Period. In the event that Customer does not have a Secondary Server Call Commitment, any Secondary Server Calls generated by Customer shall be billed at 100% of the Primary Server Call Overusage rate set forth above. Such fees are billed monthly in arrears as incurred.

# Adobe Managed Services

Except as otherwise specified in this Sales Order, these Managed Services automatically renew for successive periods of 12 months, unless either Party provides written notice to the other Party of its intent not to renew at least 30 days before expiration of any then-current License Term. Support Services are described at: https://helpx.adobe.com/support/programs/support-policies-terms-conditions.html

Line Number	SKU	Product Description	Billing Cycle	Quantity	Unit of Measure	License Term Start Date	License Term End Date	Unit Price	Total Fees
02		AC CLASSIC:MS SOLUTION	Advance   Annually - In		Thousands ACTIVE PROFILES				
					Per Year				

Adobe Managed Services:

#### AC CLASSIC:MS SOLUTION:

Notwithstanding anything to the contrary, the License Term commences on the date Products and Services are made available to Customer or the License Term Start Date whichever is later. For a period up to 60 days prior to the License Term Start Date (the "Implementation Period"), but in no event earlier than the Effective Date, Customer may be granted a limited license to access the Products and Services for the sole purpose of implementation and testing on the Staging Instance. The Implementation Period is available for first time Campaign implementations, and not available for renewals or upsells. If Customer exceeds its Image Serving limit, then Customer may be billed xxx/USD per month in over-usage fees. If Customer exceeds its Total Database Storage limit, then Customer will be will month in overusage fees. Adobe will invoice all overusage fees monthly in arrears, as incurred. Adobe Campaign also includes Adobe Campaign Deliverability Fundamentals. During the IP warming phase, Deliverability Fundamental services may include: (1) Assessment of the existing marketing plan and creation of a customized ramp-up calendar based on Customer's existing practices, data, volume, and frequency of email; (2) Determination of the appropriate domains and number of IP addresses to be used; (3) Recommendations for changes to the ramp-up calendar based on performance monitoring and reputation metrics. Limitations: Customer may consume up to forty-eight hours of Deliverability Fundamentals services, which will expire after the first twelve months of the License Term. Adobe will perform Services remotely unless travel reimbursement is otherwise stipulated in this Sales Order. Hours are not interchangeable with any other Adobe Professional Services project. Any hours that remain unused after the initial twelve months will expire and cannot be used for any other purpose. Adobe provides only one Deliverability Fundamentals package for new license purchases only, specifically excluding renewal or upsell Sales Orders. Adobe Campaign is licensed by Customer with the user interface language set to English. Customer cannot modify the user interface language.

### Creative Cloud, Document Cloud and Software

Except for perpetual licenses, the License Term of the Products and Services and any applicable Support commences on the later of Products and Services delivery or the identified License Term 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 License Term End Date. The dates below only represent best estimates of the start and end dates of the License Term. "Support" services for the Products and Services are described at https://helpx.adobe.com/support/programs/support-policies-terms-conditions.html

Line Number	SKU	Product Description	Billing Cycle	Quantity	Unit of Measure	License Term Start Date	License Term End Date	Unit Price	Total Fees
03		AEM FORMS:OPT 100K FORMS/1M DOCS	Advance   Annually - In		Each BASE Per Year				
04		Acrobat Pro DC	Advance   Total - In		Each USER per Year				
05		Creative Cloud ALL MLP SW Subscription Only ALL 100G ALL APPS EDO	Advance   Annually - In		Each USER Per Year				

#### Creative Cloud, Document Cloud and Software:

#### AEM FORMS:OPT 100K FORMS/1M DOCS:

AEM Forms includes up to 100,000 Form Submissions and 1 million Document Renderings per year. If Customer exceeds its annual Form Submission or Document Rendering allocation by 10% or more, Customer must license additional Form Submission or Document Rendering capacity in a quantity that equals or exceeds the prior year's Form Submission or Document Rendering (whichever exceeded the prior year's allocation by a larger amount) for the remainder of the License Term (including any renewals) via a Sales Order Addendum.

04 ACROBAT PRO DC: This product has both On-premise Software and access to On-demand Services.

05 CREATIVE CLOUD ALL MLP SW Subscription Only ALL 100G ALL APPS EDO: These Products and Services include access to On-demand Services.

03

### **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.

Line	SKU	Product Description	Billing	Quantity	Unit of	Start Date	End Date	Unit Price	Total Fees
Number			Cycle		Measure				
06		LAUNCH FOUNDATION: AAM: T4: NS	Advance		Each One-				
			Total - In		Time				

#### LAUNCH FOUNDATION: AAM: T4: NS:

Adobe Professional Services will implement the Audience Manager solution during the following deployment phases: (a) LFS Kickoff; (b) Define; (c) Design; (d) Go-Live; and (e) Value. Unless expressly set forth otherwise in the Sales Order, Adobe will deliver Launch Foundation Services as set out in the Statement of Work ("SOW") available at http://wwwimages.adobe.com/xxxx Limitations: Where travel is included with the Launch Foundation Services, there will be no travel expenses incurred by the Customer under this Sales Order. Any additional Professional Services (including onsite travel) required by the Customer may be purchased via separate Sales Order. Launch Foundation Services are not interchangeable with any other Adobe Professional Services engagement. If these Launch Foundation Services are being sold to an Adobe Partner on behalf of an Adobe licensee, such Adobe Partner must deliver all Adobe-provided materials to the Adobe licensee no later than 5 business days after the Partners receipt of such materials from Adobe. Upon request, such Adobe Partner will provide Adobe with evidence of such delivery within 2 business days.

# **Summary of Fees**

06

**Total Sales Order Fees:** 

# **Sales Order Terms and Conditions**

- 1. All Products and Services listed in the Products and Services Pricing Detail above are provided under the terms and conditions of this Agreement, which is comprised of:
  - A. the Adobe Enterprise Licensing Terms, consisting of the General Terms and applicable Product Specific Licensing Terms that are available at: <u>http://www.adobe.com/legal/terms/enterprise-licensing.html</u>; and
  - B. this Sales Order

(collectively, the "**Agreement**"). If there is any conflict between this Sales Order and the Adobe Enterprise Licensing Terms, the terms of this Sales Order will control.

- 2. Customer agrees to purchase the Products and Services set out in the Products and Services Pricing Detail section. The offer described in this Sales Order is contingent upon Customer's execution and return of this Sales Order no later than XXXXXX (unless countersigned by Adobe).
- 3. All fees will be invoiced beginning on the applicable Start Date in accordance with the Billing Cycle, as noted in the Products and Services Pricing Detail section. Payment terms are Net 30 days and will be measured from the date of invoice.

By signing below, each Party acknowledges that it has carefully read, fully understands, and agrees to the terms of this Agreement. This Agreement becomes effective upon the date of last signature (the "Effective Date"). Each of the individuals signing this Agreement represents that they have the authority to bind their respective Party to its terms.

Adobe Inc. (ADUS) 345 Park Avenue San Jose, CA 95110 United States	Acme Corporation Inc. Road Runner Road Coyoteville, CA78961, United States
Authorized Signature	Authorized Signature
Print Name	Print Name
Title	Title
Date	Date
	Purchase Order Number: ECC ID Number: 000xxxxxx

### **Instructions for Signed Agreements**

# North America

End User: 1461853	Bill-To: 0001461853	Ship-To: 1461853
ACME CORPORATION INC.	ACME CORPORATION INC.	ACME CORPORATION INC.
Road Runner Road	Road Runner Road	Road Runner Road
Coyoteville, CA78961, United	Coyoteville, CA78961, United	Coyoteville, CA78961, United
States	States	States
	Invoicing Contact Name:	Customer Admin Name: Contact
	Contact Email:	Email:

DRAFT