

IT UMBRELLA CONTRACT VARIANCES EXHIBIT TO THE VALUE INCENTIVE PLAN FOR LARGE GOVERNMENT AGENCIES AGREEMENT

Per Section 5.4.2 of the Value Incentive Plan for Large Government Agencies Agreement, those orders issued by Member pursuant to the IT Umbrella Contract will be governed by the terms of the IT Umbrella Contract and the terms of the IT Umbrella Contract will control in the event of a conflict with Adobe's Terms of Use, except as set forth below:

- A. The license granted to the Authorized User shall be in accordance with the version of Adobe's Terms of Use in effect as of the date of purchase. Authorized User agrees as a condition of the license that it must not:
- (1) use the Products and Services in (1) violation of any applicable law or regulation (including, where applicable, COPPA and FISMA), or in connection with unlawful material (such as material that violates any obscenity, defamation, harassment, privacy, publicity or intellectual property laws); or (2) a manner that would cause a material risk to the security or operations of Adobe or any of its customers, or to the continued normal operation of other Adobe customers;
 - (2) copy, use, distribute, republish, download, display, transmit, sell, rent, lease, host, or sub-license the products and services;
 - (3) offer, use, or permit the use of the products and services in a computer service business, third-party outsourcing service, on a membership or subscription basis, on a service bureau basis, on a time-sharing basis, as part of a hosted service, or on behalf of any third-party;
 - (4) attempt to interact with the operating system underlying the on-demand services and managed services, or modify, create derivative works of, adapt, translate, reverse engineer (including monitoring or accessing the inputs and output flowing through a system or an application), decompile, or otherwise attempt to discover within any Adobe technology, the source code, data representations, or underlying algorithms, processes and methods. (This restriction will not apply to the extent it limits any non-waivable right Authorized User may enjoy under applicable law);
 - (5) remove, obscure, or alter any proprietary notices associated with the products and services;
 - (6) use any software components, modules, or other services that may be delivered with the products and services, but which are not licensed to Authorized User and identified in the order;
 - (7) decouple any components of the on-premise software for use on different computers as the on-premise software is designed and provided to Authorized User for use as a single product; or
 - (8) share its login IDs and passwords, or allow use of the same login ID simultaneously by two or more users, and Authorized User is responsible for unauthorized access to its login IDs and passwords.
- B. If Adobe reasonably determines that Authorized User's deployment of the on-demand services or managed services is causing a material risk to the security or operations of Adobe or any of its customers or to the continued normal operation of other Adobe customers (each a "Deployment Risk"), then Adobe may, at any time, upon written notice to Authorized User: (1) immediately suspend Authorized User's access, in whole or in part, to the on-demand services or managed services causing the Deployment Risk, until such Deployment Risk is resolved; or (2) as a final option, where Adobe has first used all commercially reasonable efforts to mitigate the Deployment Risk, Adobe may terminate the affected on-demand services or managed services.
- C. Authorized User is responsible for complying with any applicable terms and conditions of any third-party data, products, services, and platforms used by Authorized User in conjunction with the products and services
- D. Authorized User may allow a third-party contractor to operate, use or access the products and services solely on Authorized User's behalf, provided such use or access is only for Authorized User's direct

beneficial business purposes. Authorized User is responsible for ensuring that any third-party operating, using or accessing the products and services on Authorized User's behalf complies with the terms of this Agreement. Adobe will not be liable for the acts or omissions of third parties not under the direction or control of Adobe.

- E. Adobe may use, copy, transmit, index, model, and aggregate (including with other customers' data) Authorized User data and content for the purpose of (1) developing, improving or customizing the products and services, and (2) publishing, displaying and distributing any anonymous information (i.e., information where neither Authorized User nor its site visitors are capable of being identified) derived from Authorized User data and content (such as, but not limited to, web browser, screen resolution, mobile device-type information, image resolution and number of pages in a document). Adobe may develop, modify, improve, support, customize and operate its products and services based on Authorized User's use, as applicable, of any products and services.
- F. Authorized User will display a privacy policy on its website or other conspicuous location and will comply with Article 2 of the New York State Internet Security and Privacy Act.
- G. Authorized User retains complete control over the installation and configuration of distributed code, and all Authorized User sites and content. Authorized User must comply with its privacy policy, and is responsible for ensuring that all Authorized User sites used with the on-demand services or managed services and all Authorized User data and content comply with all applicable laws and regulations.
- H. Unless specified otherwise in the applicable Product Specific Licensing Terms ("PSLT"), Authorized User agrees not to collect, process, or store any Sensitive Personal Data using the on-demand services or managed services. Authorized User agrees not to transmit, disclose, or make available Sensitive Personal Data to Adobe or Adobe's third-party providers. Sensitive Personal Data means an individual's financial information, sexual preferences, medical or health information protected under any health data protection laws, biometric data (for purposes of uniquely identifying an individual), personal information of children protected under any child protection laws (such as the personal information defined under the US Children's Online Privacy Protection Act ("COPPA")) and any additional types of information included within this term or any similar term (such as "sensitive personal information" or "special categories of personal information") as used in applicable data protection or privacy laws.
- I. With respect to On-demand Services, Authorized User data may be permanently deleted from Adobe's servers 25 months from the date of its collection or receipt, unless specified otherwise in the applicable PSLT.
- J. Adobe warrants that the on-demand services and managed services, as delivered to Authorized User, will substantially conform to the applicable documentation during the license term. Authorized User must notify Adobe of a claim under this warranty within 45 days of the date on which the condition giving rise to the claim first appeared. To the extent permitted by law, Authorized User's sole and exclusive remedy and Adobe's sole liability under or in connection with this warranty will be a replacement of the distributed code (as applicable), or if replacement is not commercially reasonable, a termination of the applicable on-demand service or managed service and a refund of any pre-paid fees for the unused portion of the license (calculated at the date of termination) for the applicable on-demand service or managed service.
- K. Adobe warrants that the on-premise software will substantially conform to the applicable documentation for 120 days following the delivery of the on-premise software. Authorized User must make warranty claims to Adobe within this 120-day period. To the extent permitted by law, Authorized User's sole and exclusive remedy and Adobe's sole liability under or in connection with this warranty will be, at Adobe's

option, a replacement of the on-premise software, or refund of any pre-paid fees for the unused portion of the license (calculated at the date of termination) for the on-premise Software.

- L. The applicable documentation for the on-demand services, managed services and on-premise software may not, in all cases, fully describe the proper procedure for using the products or services; however, further information can be obtained by Authorized User through Customer Support.
- M. To the maximum extent permitted by law and except for the express warranties in this Agreement, Adobe provides the Products and Services on an "as-is" basis. Adobe, its affiliates, and third-party providers disclaim and make no other representation or warranty of any kind, express, implied or statutory, including representations, guarantees or warranties of merchantability, fitness for a particular purpose, title, or accuracy.
- N. On-premise software is deemed to be delivered and accepted by the Authorized User on the earlier of the date the software is made available for electronic download or, physical shipment, if applicable. On-demand services and managed services are deemed to be delivered and accepted by Authorized User on the license term start date. Any defects in the products or services discovered by Authorized User post-delivery will be addressed by Adobe in accordance with the warranty provisions of the IT Umbrella Contract. To the extent that Adobe's General Terms of Use offer a longer warranty period for a particular product or service than that required by the IT Umbrella Contract, Authorized user will be entitled to the longer warranty period. Adobe warrants that the Cloud products and services, as delivered to Authorized User, will substantially conform to the applicable documentation during the license term. Authorized User must notify Adobe of a claim under this warranty within 45 days of the date on which the condition giving rise to the claim first appeared. Adobe warrants that the Software products will substantially conform to the applicable documentation for 120 days following the delivery of the Software products. Authorized User must make these warranty claims to Adobe within this 120-day period. For clarity, in the event this order is terminated for convenience by the Authorized User, Adobe does not provide refunds for any prepaid but unused fees.
- O. Without limiting or modifying any license granted to Authorized User for on-premise software, on-demand services or managed services, Adobe grants Authorized User a non-exclusive, non-sublicensable and non-transferable license to use the materials developed and provided to Authorized User by Adobe in performing the implementation services ("Deliverables") solely in connection with use of the products and services for Authorized User's direct beneficial business purposes during the license term. Adobe retains all rights, title and interest (including intellectual property rights) in and to the Deliverables. Adobe is free to use the residuals of confidential information for any purpose, where "residuals" means that confidential information disclosed in non-tangible form that may be retained in the memories of representatives of Adobe.
- P. Adobe warrants the implementation services will be performed in a professional and workmanlike manner. Authorized User must notify Adobe in writing of any breach of this warranty within 60 days of performance of such implementation services.
- Q. Adobe does not maintain a public portal or website with information related to secure system development lifecycle and specifications, but the Authorized User can access related information at the Adobe Trust Center - <https://www.adobe.com/trust.html>.
- R. Adobe does not publish its security policies in a publicly accessible location but can review them with Authorized Users once annually via screen share application, subject to non-disclosure agreement.

- S. While Adobe does not perform credit checks on its personnel, Adobe does conduct background checks, including criminal background checks, as well as reference checks as part of its employee onboarding diligence, which includes personnel engaged in the software development process.
- T. In many cases, Adobe does not have the means to provide the option for Authorized User to supervise/observe remote support activity. However, should remote support activity be necessary to fulfill obligations in the agreement, the State may utilize any tools at its disposal (such as VPN or Webex) to observe Adobe's activities while it has remote access to the State's systems or network. Adobe will cooperate with any reasonable means the State proposes to employ in order to observe the work being performed remotely.
- U. Adobe cannot ensure that credential management is in full compliance with NIST 800-63-3.
- V. For privacy reasons, Adobe does not provide employee names outside of those performing on-premise implementation services. Nor does it provide notice to customers when a member supporting software applications departs its workforce. Adobe will provide the names of its employees who are directly providing implementation services in Authorized User's systems for whom the State provides VPN or Webex access, with the exception of those providing Help Desk services. Those employees will have undergone the background checks listed above in conjunction with their onboarding to Adobe. Adobe will inform the Authorized User if there will be a change in employees who are tasked with the performance of these specified duties and will provide those names to Authorized User.
- W. With respect to product specification documents, Adobe will make available at no cost to the State any product descriptions and release notes that Adobe makes generally available to its customer base.
- X. With respect to Data Breach notification, Adobe will provide Authorized User and any other required parties notice of confirmed breaches of Personal Data without undue delay, and in any event within seventy two (72) hours. "Personal Data" is given the meaning under applicable data protection laws relating to this term or any similar term (such as "personal information" or "personally identifiable information") used in the applicable data protection laws, or where no such laws apply, means any information that by itself or when combined with other information (such as telephone number, e-mail address, precise real-time GPS location, and government-issued identification number) can be used to identify a specific natural person.
- Y. Most Adobe products are hosted throughout the world. As such, Authorized User data (particularly as it relates to user authentication) may not remain in CONUS. For licenses of Adobe Sign, Creative Cloud and Document Cloud, user generated content will be hosted solely within CONUS. User authentication data (including first name, last name, email, country code, machine name when used for desktop application licensing, and IP address) may be hosted in CONUS, Adobe Ireland or Adobe Singapore. US-only support is available for some Adobe products, including Sign, Creative Cloud and Document Cloud, at an additional cost.
- Z. Adobe support utilizes a "follow the sun" support model. As such, some support will likely be provided from locations outside CONUS, including accessing Authorized User data as required in connection with providing that support. Upgraded CONUS-only support SKUs may be available for some Adobe products at an additional cost.
- AA. While Adobe can provide SOC2 Type 2, CAIQ and ISO27001 security reports, it does not provide security logs.
- BB. Adobe does not provide certificates of destruction, but will provide a letter that attests to destruction of Authorized User data upon request.

- CC. Adobe does not provide results of vulnerability scans due to the sensitive nature of the information.
- DD. Adobe performs hashing in accordance with CIS standards around repositories and hardening, but not NIST FIPS 180-4 Secure Hash Standard.
- EE. Adobe adheres to SOC 2, ISO-27001 and ISO 22301, but not ISO-9001 or the BSA framework, for software applications.
- FF. Adobe cannot ensure that a "Software Bill of Materials" will be provided to the Authorized User detailing third party components included in the software. Any request by the Authorized User will be subject to availability of such BOM and approval by Adobe's Engineering team.
- GG. Adobe does not encrypt data at rest for all products. The products that offer AES 256-bit encryption of data at rest are:
- (1) Captivate Prime
 - (2) Adobe Connect
 - (3) Adobe Creative Cloud (and CCT)
 - (4) Adobe Document Cloud (Sign)
 - (5) Adobe Experience Platform (AEP)
 - (6) AEM Managed Services (On-Prem)
 - (7) Customer Journey Analytics (with exceptions)
 - (8) Real-Time CDP
 - (9) AEM Cloud Service
 - (10) AEM Managed Services
 - (11) Adobe Commerce Powered by Magento
 - (12) Marketo Engage (optional)
 - (13) Adobe Workfront
- HH. Adobe does not perform audits of third-party data centers (such as Amazon web Services, Azure or Google Cloud) and cannot provide an audit report to Authorized User. To the extent available, Adobe shall provide audit reports, such as SOC 2 reports, for third-party data centers utilized by Adobe to provide Cloud product as such term is defined in the IT Umbrella Contract.
- II. To the extent that Authorized User requires all implementation services to be performed within CONUS, Authorized User must purchase the appropriate, upgraded services SKUs.
- JJ. Use of some Adobe Products and Services are subject to additional Product Specific Licensing Terms ("PSLT(s)"), which can be found at <https://www.adobe.com/legal/terms/enterprise-licensing/product-specific-terms.html>.