

Coop Committee Meeting  
Wednesday, April 8, 2015 8:00 AM  
Educational Service Unit No. 3 6949 So. 110th  
Street LaVista, NE 68128  
6949 South 110th Street  
LaVista, NE 68128

1. Call to Order  
Committee Chair - Paul Tedesco
2. Roll Call  
Committee Chair - Paul Tedesco
3. Agenda Item  
Committee Chair - Paul Tedesco
  - 3.1. Coop Vision  
Committee Chair - Paul Tedesco
  - 3.2. COOP Goals  
Committee Chair - Paul Tedesco
    - 3.2.1. Reduce the Number of POs  
Committee Chair - Paul Tedesco
    - 3.2.2. Billing Responsive to District needs  
Committee Chair - Paul Tedesco
    - 3.2.3. Enhancement of Coop through Statewide communication  
Committee Chair - Paul Tedesco
    - 3.2.4. Effective statewide training  
Committee Chair - Paul Tedesco
    - 3.2.5. Develop a "user friendly" environment  
Committee Chair - Paul Tedesco
    - 3.2.6. Ensure on-time delivery  
Committee Chair - Paul Tedesco
  - 3.3. Program Updates  
Committee Chair - Paul Tedesco
    - 3.3.1. Annual/Paper Buy  
Committee Chair - Paul Tedesco
      - 3.3.1.1. 2015 Paper Buy Totals  
Paul Tedesco
    - 3.3.2. Specials Buys  
Committee Chair - Paul Tedesco
      - 3.3.2.1. Recommend Adobe Enterprise License Agreement  
Paul Tedesco
    - 3.3.3. AEPA  
Committee Chair - Paul Tedesco
      - 3.3.3.1. Recommend payment of AEPA yearly fees  
Paul Tedesco

- 3.4. Interlocal Agreement to share Coop Purchasing Director  
Committee Chair - Paul Tedesco
- 3.5. Future Effort/Timeline  
Committee Chair - Paul Tedesco
- 3.6. Financial  
Committee Chair - Paul Tedesco
- 3.7. Statewide Communications  
Committee Chair - Paul Tedesco
- 3.8. Policy & Procedures  
Committee Chair - Paul Tedesco
- 3.9. Strategy session to receive legal advice from ESUCC's attorney and discuss options regarding service contract.  
Committee Chair - Paul Tedesco
- 4. Next Meeting Agenda Items  
Committee Chair - Paul Tedesco
- 5. Executive Session
  - 5.1. Strategy session to receive legal advice from ESUCC's attorney and discuss options regarding service contract.  
Committee Chair - Paul Tedesco
- 6. Adjournment  
Committee Chair - Paul Tedesco



ESU Coordinating Council  
Nebraska ESU Cooperative Purchasing  
**ESU2015 Coop Annual Buy - Entity Totals**

Humphrey Public Schools - Nebraska ESU7	\$1,404.85
Nebraska ESU 1	\$1,263.70
Nebraska ESU 10	\$1,686.80
Nebraska ESU 11	\$1,413.65
Nebraska ESU 13	\$4,257.79
Nebraska ESU 15	\$312.20
Nebraska ESU 16	\$679.93
Nebraska ESU 17	\$2,769.36
Nebraska ESU 2	\$37.50
Nebraska ESU 3	\$3,079.20
Nebraska ESU 4	\$128.80
Nebraska ESU 5	\$2,212.20
Nebraska ESU 6	\$532.00
Nebraska ESU 7	\$48,484.90
Nebraska ESU Cooperative Purchasing	\$168.00
Nebraska ESU1 - Allen Consolidated Schools	\$4,244.65
Nebraska ESU1 - Bloomfield Community Schools	\$2,566.07
Nebraska ESU1 - Cedar Catholic High School	\$1,622.85
Nebraska ESU1 - Creighton Community School	\$3,263.65
Nebraska ESU1 - Crofton Community School	\$2,092.80
Nebraska ESU1 - East Catholic Elementary School	\$753.45
Nebraska ESU1 - Emerson-Hubbard Community School	\$4,257.60
Nebraska ESU1 - Hartington-Newcastle Public School	\$3,968.29
Nebraska ESU1 - Holy Trinity Elementary School	\$3,163.40
Nebraska ESU1 - Homer Community Schools	\$5,211.11
Nebraska ESU1 - Laurel-Concord Public Schools	\$5,325.16
Nebraska ESU1 - Niobrara Public Schools	\$2,434.35
Nebraska ESU1 - Pender Public School	\$3,336.33
Nebraska ESU1 - Ponca Public School	\$4,494.72
Nebraska ESU1 - Randolph Public School	\$1,676.70
Nebraska ESU1 - Santee Community School	\$2,030.60
Nebraska ESU1 - St Ludger Elementary School	\$1,046.40



ESU Coordinating Council  
Nebraska ESU Cooperative Purchasing  
**ESU2015 Coop Annual Buy - Entity Totals**

Nebraska ESU1 - St Rose of Lima Elementary School	\$1,126.00
Nebraska ESU1 - Umo Ho Nation Public School	\$5,180.00
Nebraska ESU1 - Wakefield Community School	\$4,623.40
Nebraska ESU1 - Walthill Public School	\$2,092.80
Nebraska ESU1 - Wausa Public School	\$1,261.51
Nebraska ESU1 - West Catholic Elementary School	\$681.00
Nebraska ESU1 - Winnebago Public School	\$879.43
Nebraska ESU1 - Winside Public School	\$2,350.75
Nebraska ESU1 - Wynot Public Schools	\$1,762.06
Nebraska ESU10 - Amherst Public Schools	\$1,164.50
Nebraska ESU10 - Ansley Public Schools	\$3,355.12
Nebraska ESU10 - Arnold Public Schools	\$2,092.80
Nebraska ESU10 - Broken Bow Public Schools	\$6,457.80
Nebraska ESU10 - Buffalo County IT	\$8,294.00
Nebraska ESU10 - Burwell Public Schools	\$4,504.00
Nebraska ESU10 - Callaway Public Schools	\$1,181.75
Nebraska ESU10 - Central Valley Public Schools	\$3,747.70
Nebraska ESU10 - Centura Public Schools	\$6,105.77
Nebraska ESU10 - Cozad Community Schools	\$300.85
Nebraska ESU10 - Elm Creek Public Schools	\$2,568.77
Nebraska ESU10 - Gibbon Public Schools	\$3,516.26
Nebraska ESU10 - Gothenburg Public Schools	\$7,064.13
Nebraska ESU10 - Kearney Public Schools	\$768.24
Nebraska ESU10 - Litchfield Public Schools	\$1,326.40
Nebraska ESU10 - Northwest Public Schools	\$9,418.16
Nebraska ESU10 - Ord Public Schools	\$4,582.66
Nebraska ESU10 - Overton Public Schools	\$950.15
Nebraska ESU10 - Pleasanton Public Schools	\$1,046.40
Nebraska ESU10 - Ravenna Public Schools	\$3,349.60
Nebraska ESU10 - Sandhills Public Schools	\$2,132.60
Nebraska ESU10 - Sargent Public Schools	\$1,364.80
Nebraska ESU10 - St. Paul Public Schools	\$12,298.95



ESU Coordinating Council  
Nebraska ESU Cooperative Purchasing  
**ESU2015 Coop Annual Buy - Entity Totals**

Nebraska ESU10 - Wood River Rural Schools	\$4,265.20
Nebraska ESU10 - Zion Lutheran School	\$2,727.15
Nebraska ESU11 - All Saints Catholic School	\$328.20
Nebraska ESU11 - Alma Public School	\$3,593.85
Nebraska ESU11 - Arapahoe Public Schools	\$3,737.45
Nebraska ESU11 - Axtell Public School	\$3,349.85
Nebraska ESU11 - Bertrand Public Schools	\$3,281.58
Nebraska ESU11 - Elwood Public Schools	\$315.80
Nebraska ESU11 - Eustis-Farnam Public Schools	\$415.30
Nebraska ESU11 - Franklin Public Schools	\$3,374.86
Nebraska ESU11 - Holdrege Public Schools	\$13,770.47
Nebraska ESU11 - Loomis Public Schools	\$2,397.80
Nebraska ESU11 - Minden Public Schools	\$7,440.56
Nebraska ESU11 - Southern Valley Schools	\$4,999.80
Nebraska ESU11 - Wilcox-Hildreth Public Schools	\$1,046.40
Nebraska ESU13 - Alliance Public Schools	\$20,496.00
Nebraska ESU13 - Banner County	\$1,208.60
Nebraska ESU13 - Bayard School	\$3,445.15
Nebraska ESU13 - Bridgeport School	\$6,513.52
Nebraska ESU13 - Chadron School	\$2,135.99
Nebraska ESU13 - Creek Valley Schools	\$2,347.17
Nebraska ESU13 - Garden County Schools	\$3,644.30
Nebraska ESU13 - Gering Public Schools	\$21,763.10
Nebraska ESU13 - Gordon/Rushville High	\$129.80
Nebraska ESU13 - Hemingford School	\$3,921.85
Nebraska ESU13 - Kimball Public Schools	\$5,381.21
Nebraska ESU13 - Leyton Public Schools	\$2,391.75
Nebraska ESU13 - Mitchell School	\$4,284.45
Nebraska ESU13 - Morrill School	\$572.01
Nebraska ESU13 - Scottsbluff School	\$25,502.80
Nebraska ESU13 - Sidney Public Schools	\$6,937.60
Nebraska ESU13 - Sioux County School	\$1,046.40



ESU Coordinating Council  
Nebraska ESU Cooperative Purchasing  
**ESU2015 Coop Annual Buy - Entity Totals**

Nebraska ESU13 - St. Agnes Academy	\$1,240.13
Nebraska ESU13 - St. Agnes School	\$1,245.40
Nebraska ESU13 - WNCC	\$12,129.75
Nebraska ESU15 - Chase County Public Schools	\$7,370.20
Nebraska ESU15 - Dundy County-Stratton Public Sch	\$556.15
Nebraska ESU15 - Hayes Center Public Schools	\$1,516.85
Nebraska ESU15 - Hitchcock County Public Schools	\$3,810.97
Nebraska ESU15 - Maywood Public Schools	\$2,167.55
Nebraska ESU15 - McCook Public Schools	\$8,317.30
Nebraska ESU15 - Medicine Valley Public Schools	\$2,092.80
Nebraska ESU15 - Southwest Public Schools	\$3,315.60
Nebraska ESU15 - St. Pats	\$2,151.85
Nebraska ESU16 - Arthur County Schools	\$1,533.45
Nebraska ESU16 - Hershey Public Schools	\$5,467.07
Nebraska ESU16 - McPherson County Schools	\$1,214.70
Nebraska ESU16 - Mid Plains Community College	\$463.76
Nebraska ESU16 - Mullen Public Schools	\$376.15
Nebraska ESU16 - Ogallala Public Schools	\$10,538.60
Nebraska ESU16 - Paxton Consolidated Schools	\$1,523.70
Nebraska ESU16 - Perkins County Schools	\$2,739.95
Nebraska ESU16 - South Platte Public Schools	\$1,162.15
Nebraska ESU16 - Stapleton Public Schools	\$1,129.65
Nebraska ESU16 - Thedford Public Schools	\$1,335.65
Nebraska ESU17 - Ainsworth Community Schools	\$6,292.82
Nebraska ESU17 - Keya Paha County Schools	\$818.10
Nebraska ESU17 - Rock County Schools	\$980.00
Nebraska ESU17 - Valentine Community Schools	\$6,546.55
Nebraska ESU2 - Ashland-Greenwood Public Schools	\$4,000.10
Nebraska ESU2 - Bancroft-Rosalie Community School	\$3,665.85
Nebraska ESU2 - Bishop Neumann High School	\$737.38
Nebraska ESU2 - Cedar Bluffs Public Schools	\$2,240.00
Nebraska ESU2 - GACC	\$1,326.40



ESU Coordinating Council  
Nebraska ESU Cooperative Purchasing  
**ESU2015 Coop Annual Buy - Entity Totals**

Nebraska ESU2 - Guardian Angels	\$1,046.40
Nebraska ESU2 - Lyons-Decatur Northeast School	\$2,731.05
Nebraska ESU2 - Mead Public School	\$3,841.14
Nebraska ESU2 - North Bend Central Public Schools	\$8,561.21
Nebraska ESU2 - Oakland-Craig Public Schools	\$4,250.00
Nebraska ESU2 - Raymond Central Public Schools	\$757.09
Nebraska ESU2 - St Paul Lutheran School	\$1,026.00
Nebraska ESU2 - St. John Nepomucene School	\$293.90
Nebraska ESU2 - St. Wenceslaus	\$1,124.85
Nebraska ESU2 - Tekamah-Herman Schools	\$5,833.95
Nebraska ESU2 - Wahoo Public Schools	\$13,590.85
Nebraska ESU2 - West Point Public Schools	\$5,127.07
Nebraska ESU2 - Yutan Public Schools	\$5,927.17
Nebraska ESU3 - Arlington Public Schools	\$4,485.60
Nebraska ESU3 - Bennington Public Schools	\$26,955.59
Nebraska ESU3 - Conestoga Public Schools	\$6,285.46
Nebraska ESU3 - DC West Community Schools	\$10,654.97
Nebraska ESU3 - Elmwood-Murdock Schools	\$5,320.70
Nebraska ESU3 - Fort Calhoun Community Schools	\$4,519.85
Nebraska ESU3 - Louisville Public School	\$5,384.05
Nebraska ESU3 - Plattsmouth Community Schools	\$17,697.90
Nebraska ESU3 - SPED - Brook Valley South	\$786.20
Nebraska ESU3 - Springfield-Platteview Comm. Sch.	\$8,368.05
Nebraska ESU3 - St. Patricks	\$204.80
Nebraska ESU3 - Weeping Water Public Schools	\$39.80
Nebraska ESU4 - Auburn Public Schools	\$23,537.72
Nebraska ESU4 - Falls City Public Schools	\$9,292.23
Nebraska ESU4 - HTRS Public Schools	\$2,424.10
Nebraska ESU4 - Johnson County Central Public Sch	\$9,886.18
Nebraska ESU4 - Johnson-Brock Public Schools	\$1,361.60
Nebraska ESU4 - NCECBVI	\$833.60
Nebraska ESU4 - Nebraska City Public Schools	\$24,621.28



ESU Coordinating Council  
Nebraska ESU Cooperative Purchasing  
**ESU2015 Coop Annual Buy - Entity Totals**

Nebraska ESU4 - Sacred Heart Catholic School	\$2,746.86
Nebraska ESU4 - Syracuse Public Schools	\$8,029.50
Nebraska ESU5 - Bruning-Davenport Unified Schools	\$2,269.25
Nebraska ESU5 - Deshler Public Schools	\$1,164.50
Nebraska ESU5 - Diller-Odell Public Schools	\$2,721.86
Nebraska ESU5 - Fairbury Public Schools	\$10,260.00
Nebraska ESU5 - Freeman Public Schools	\$2,530.60
Nebraska ESU5 - Meridian Public Schools	\$2,880.70
Nebraska ESU5 - Southern Public Schools	\$4,727.60
Nebraska ESU5 - Thayer Central Community Schools	\$5,393.40
Nebraska ESU5 - Tri County Public Schools	\$5,690.35
Nebraska ESU6 - Centennial Public School	\$2,215.44
Nebraska ESU6 - Concordia University	\$2,151.85
Nebraska ESU6 - Crete Public Schools	\$13,754.95
Nebraska ESU6 - Dorchester Public Schools	\$4,031.45
Nebraska ESU6 - Filmore Central Public Schools	\$6,553.05
Nebraska ESU6 - Friend Public Schools	\$3,036.97
Nebraska ESU6 - Lincoln Christian Elementary Sch	\$3,139.20
Nebraska ESU6 - Lincoln Lutheran Jr-Sr High School	\$2,414.80
Nebraska ESU6 - Malcolm Public Schools	\$6,278.40
Nebraska ESU6 - Milford Public Schools	\$3,701.80
Nebraska ESU6 - Norris School District	\$17,939.11
Nebraska ESU6 - North American Martyrs	\$2,687.38
Nebraska ESU6 - Pius X High School	\$1,614.15
Nebraska ESU6 - Seward Public Schools	\$12,503.50
Nebraska ESU6 - St James Elementary School	\$1,022.80
Nebraska ESU6 - St Joseph Elementary School	\$602.75
Nebraska ESU6 - Trinity Lutheran School	\$700.00
Nebraska ESU6 - Wilber/Clatonia Public Schools	\$3,139.20
Nebraska ESU6 - York Public Schools	\$1,946.08
Nebraska ESU7 - Aquinas Catholic School	\$2,774.56
Nebraska ESU7 - Boone Central Schools	\$476.91



ESU Coordinating Council  
Nebraska ESU Cooperative Purchasing  
**ESU2015 Coop Annual Buy - Entity Totals**

Nebraska ESU7 - Central City Public Schools	\$4,329.76
Nebraska ESU7 - Clarkson Public School	\$2,125.00
Nebraska ESU7 - Columbus Christian School	\$224.00
Nebraska ESU7 - Columbus Public Schools	\$14,740.80
Nebraska ESU7 - Cross County Public School	\$2,151.85
Nebraska ESU7 - David City Public	\$6,710.59
Nebraska ESU7 - East Butler Schools	\$3,599.61
Nebraska ESU7 - Fullerton Public School	\$3,009.70
Nebraska ESU7 - High Plains Schools	\$1,556.65
Nebraska ESU7 - Holy Family Catholic School	\$577.90
Nebraska ESU7 - Howells -Dodge Public Schools	\$2,689.02
Nebraska ESU7 - Howells Community Catholic School	\$569.05
Nebraska ESU7 - Humphrey St. Francis Catholic Scho	\$1,898.70
Nebraska ESU7 - Immanuel Lutheran School/Preschool	\$1,778.56
Nebraska ESU7 - Lakeview Public Schools	\$7,713.10
Nebraska ESU7 - Leigh Public Schools	\$2,378.88
Nebraska ESU7 - Schuyler Community Schools	\$12,191.26
Nebraska ESU7 - Shelby-Rising City Public School	\$1,944.05
Nebraska ESU7 - St. Anthony Catholic Elementary	\$636.80
Nebraska ESU7 - St. Bonaventure Catholic Elementar	\$2,163.00
Nebraska ESU7 - St. Edward Public School	\$1,404.60
Nebraska ESU7 - St. Isidore Catholic Elementary	\$532.00
Nebraska ESU7 - St. John Neumann School	\$470.20
Nebraska ESU7 - St. Wenceslaus Catholic	\$743.35
Nebraska ESU8 - Battle Creek Public School	\$3,222.63
Nebraska ESU8 - Battle Creek St. John Lutheran Sch	\$378.85
Nebraska ESU8 - Chambers Public School	\$846.55
Nebraska ESU8 - Elgin Public School	\$1,090.50
Nebraska ESU8 - Elkhorn Valley School	\$2,925.78
Nebraska ESU8 - Ewing Public School	\$1,414.95
Nebraska ESU8 - Hadar Immanuel Lutheran School	\$371.35
Nebraska ESU8 - Lynch School	\$1,010.24



ESU Coordinating Council  
Nebraska ESU Cooperative Purchasing  
**ESU2015 Coop Annual Buy - Entity Totals**

Nebraska ESU8 - Madison Public Schools	\$16,230.11
Nebraska ESU8 - Nebraska Unified District #1	\$4,947.16
Nebraska ESU8 - Neligh-Oakdale School	\$4,969.38
Nebraska ESU8 - Newman Grove Public School	\$2,584.76
Nebraska ESU8 - Norfolk Catholic School	\$3,360.20
Nebraska ESU8 - Norfolk Christ Lutheran School	\$3,359.13
Nebraska ESU8 - Norfolk St. Paul Lutheran School	\$2,809.28
Nebraska ESU8 - ONeill Public School	\$5,778.45
Nebraska ESU8 - ONeill St. Marys School	\$2,371.40
Nebraska ESU8 - Osmond Community School	\$3,436.12
Nebraska ESU8 - Osmond St. Marys School	\$430.85
Nebraska ESU8 - Plainview Public School	\$4,594.32
Nebraska ESU8 - Pope John XXIII High School	\$672.50
Nebraska ESU8 - Stanton Community School	\$5,494.97
Nebraska ESU8 - Stuart School	\$3,481.35
Nebraska ESU8 - West Boyd Public Schools	\$3,676.37
Nebraska ESU8 - West Holt Public School	\$4,901.90
Nebraska ESU9 - Adams Central Public	\$6,549.59
Nebraska ESU9 - Giltner Public	\$1,247.20
Nebraska ESU9 - Hampton Lutheran	\$645.10
Nebraska ESU9 - Hampton Public	\$2,150.28
Nebraska ESU9 - Hastings Catholic Schools	\$5,265.20
Nebraska ESU9 - Hastings Public	\$39,639.65
Nebraska ESU9 - Red Cloud Public Schools	\$4,814.01
Nebraska ESU9 - Silver Lake Public	\$212.40
Nebraska ESU9 - Sutton Public	\$4,025.20
Nebraska ESU9 - Zion Lutheran	\$1,164.50
St Marys Elementary	\$958.00

**2015 Coop Order Total      \$1,079,277.91**



ESU Coordinating Council  
Nebraska ESU Cooperative Purchasing  
**ESU2015 Coop Annual Buy - Admin Fees**

	<u>Order Total</u>	<u>5% Admin Fee</u>
Brown & Saenger	\$297,957.91	\$14,897.90
Paper 101	\$781,320.00	\$39,066.00
	<u><b>\$1,079,277.91</b></u>	<u><b>\$53,963.90</b></u>



ESU Coordinating Council  
Nebraska ESU Cooperative Purchasing  
**ESU2015 Coop Annual Buy - Vendor Totals**

Brown & Saenger	\$297,957.91
Paper 101	\$781,320.00
<b>2015 Coop Order Total</b>	<b>\$1,079,277.91</b>



# Enterprise Term License Agreement Consortium Sales Order

Adobe Contact:

Tel:

Contracting Entity:

Currency: USD

**Products and Services Pricing Detail:**

## Enterprise License Products and Services

Line Number	SKU	Product Description	Billing Cycle	Quantity	Unit of Measure/ Metric	Start Date	End Date	Unit Price	Total Fees
01		Creative Cloud Enterprise Standard	Annually in Advance	[Insert quantity]	Per FTE	Delivery date	Day before anniversary of original delivery date	[Insert annual fee]	[Unit price times Quantity]
02		Creative Cloud Enterprise Standard	Annually in Advance	[Insert quantity]	Per FTE	First anniversary of original delivery date	Day before second anniversary of original delivery date	[Insert annual fee]	[Unit price times Quantity]

\* The pricing for these Products is determined by Customer’s total FTE count, as defined in Section 7 of this Sales Order. Customer may deploy Creative Cloud for Enterprise on up to 60% of its Computers, and may deploy Acrobat Professional, Photoshop Elements, Premiere Elements, on the remaining 40% of its Computers. If Customer’s deployment of these products exceeds the percentages indicated in the preceding sentence by 5% or more, Customer must pay pro-rata license fees for the over-deployment, within 30 days of its occurrence.

The quantities for Line Numbers [insert appropriate line numbers] are for deployment in the United States, Canada, or Mexico (North America, i.e. “NA”).

Fees shown are based upon quantities purchased as of the Effective Date.

Consortium Members are not entitled to use, download, or access any products or services that are not specifically licensed under this Sales Order, even if others are made available for download.

## Summary of Product and Service Fees

North America	
Year One Fees	
Year Two Fees	
Year Three Fees	
<b>TOTAL</b>	

These totals assume no additional purchases are made pursuant to this Sales Order after the Effective Date.

## Sales Order Terms

### 1. The Agreement.

- 1.1 Consortium agrees to collect Sales Orders from each of its participating members who will execute orders with the Channel Partner identified below (“Consortium Members”). Each Consortium Member will place its order with Channel Partner, in the form set forth as Exhibit B to this Sales Order. Consortium agrees that any order associated with this Sales Order will be for use of Products and Services solely by the Consortium Members upon Adobe’s request, Consortium must provide Adobe with a copy of each Consortium Member’s executed sales order with Consortium. Each Consortium Member that executes an order with Consortium will be responsible for its own compliance with the terms of that order.
- 1.2 This agreement (“Agreement”) consists of (A) this Sales Order, and (B) the parts of the **Adobe Enterprise Licensing Terms**, (2014 v2, available at <http://www.adobe.com/legal/terms/enterprise-licensing.html>) that follow: General Terms, the On-premise Exhibit, the PDM for Creative Cloud/Desktop Products, the Online Services PDM, and the Enterprise Support PDM. The terms of this Sales Order take precedence over any conflicting terms in the Adobe Enterprise License Terms.
- 1.3 Capitalized terms used in this Sales Order have the meanings set out in the Adobe Enterprise Licensing Terms, unless otherwise specified in this Sales Order.

### 2. Purchase of Products and Services.

- 2.1 Adobe Systems Incorporated is the licensor of any Products and Services (if any) to be deployed in the United States, Canada, or Mexico; Adobe Software Ireland Limited is the licensor of all products (if any) to be deployed outside of those three countries
- 2.2 All pricing described in this Agreement will expire if Consortium does not execute and return this Sales Order to Adobe (and all Consortium Members submit their purchase orders to Channel Partner) on or before **insert date**. If Consortium returns this Sales Order to Adobe after the deadline, Adobe may accept this Sales Order in its sole discretion.

### 3. Ordering Terms.

- 3.1 Adobe will issue invoices for all fees annually in advance, and in accordance with the billing cycle, as noted in the Products and Services Pricing Detail section (see Page 1 of this Sales Order). Payment terms are net 30 days measured from the date of invoice. Invoices will be issued by Adobe Systems Incorporated for Products and Services deployed in the United States, Canada or Mexico; and by Adobe Systems Software Ireland Limited for Products and Services deployed in all other countries.
- 3.2 Purchase Order (“PO”) required? Yes → tick:   
If you do not tick the box, this means that Consortium does not need a purchase order to pay Adobe for these Products and Services, and Adobe may invoice Consortium directly using the Adobe Agreement Number as the reference number on any applicable invoices.
- 3.3 Adobe is not entering into a direct purchasing relationship with Consortium for the Products and Services. Rather, each Consortium Member must utilize a Channel Partner for placing its orders. The Channel Partner is solely responsible for setting the terms of payment with Consortium Members (including but not limited to when payments by Consortium Members are due to Channel Partner).

Channel Partner:

Name:

Address:

Contact Information:

### 4. License Metrics/ Definitions.

- 4.1 **Computer** means a virtual or physical device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions, consistent with the configuration recommendations in the Documentation, including desktop computers, laptops, tablets, mobile devices,

telecommunication devices, Internet-connected devices, and hardware products capable of operating a wide variety of productivity, entertainment, or software applications.

- 4.2 **Education Eligibility Criteria** means the eligibility criteria for Adobe's education program(s) set forth in Exhibit 1 to Exhibit B of this Sales Order.
- 4.3 **Eligible Home User** means a Consortium Member's Faculty Member, Staff Member, or Student who has purchased (or for whom Consortium has purchased) a Work at Home License (i.e. license to install and use on a Computer owned by the Faculty Member, Staff Member, or Student). By checking box **a.** or **b.**, below, Consortium agrees to purchase Work at Home Licenses for the persons indicated below (or, if indicated in Section 5.3(B), below, Consortium has elected to allow the following persons to purchase Work at Home Licenses):
- a.  Faculty Members of Consortium Members and Staff Members of Consortium Members (up to the number of FTEs indicated in Section 7.2, below)
  - b.  Students. The number of Students of Consortium Members for whom Consortium is purchasing licenses on a per-Computer basis:\_\_\_\_\_.
- 4.4 **Enterprise** means all of the Faculty Members and Staff Members of all of the entities within a Consortium Member's enterprise that meet the Education Eligibility Criteria.
- 4.5 **Faculty Member** means a then-current employee or independent contractor of a Consortium Member whose primary job duties consist of providing educational instruction to students. Notwithstanding the previous sentence, the following persons are not deemed to be Faculty Members under this Sales Order, and are not eligible to use software licensed under it: (a) companies and their employees who have been retained in a contractual basis for services either on-campus or off-campus; and (b) retired faculty members.
- 4.6 **FTE** means Full Time Equivalent, and is calculated in accordance with Section 7 of this Sales Order.
- 4.7 **Staff Member** means a then-current employee of the Consortium Member that provides administrative support to the Consortium Member's educational operations to faculty. The following persons are not deemed to be Staff Members under this Sales Order, and are not eligible to use software licensed under it: companies and their employees who have been retained in a contractual basis to provide services, whether on-campus or off-campus.
- 4.8 **Student** means student who is then-currently enrolled at a Consortium Member operated educational institution (excluding the following persons, who are not eligible to use Products licensed under this Sales Order: correspondence and long-distance learning students; alumni; conference attendees; visitors; and students enrolled in non-credit courses only).
- 4.9 **User** means an individual (either Student, Faculty Member, or Staff Member, as indicated in the product table that starts on Page 1) who is given a unique identifier for logging in and using the Products and Services. The unique identifier must not be shared with anyone else.
- 4.10 **Agreement Term** means the period of time starting on the earliest delivery date of any Product or Service under this Sales Order, and ending the day before the third anniversary of the earliest delivery date of any Product or Service under this Sales Order.

## 5. License Grants

- 5.1 **Enterprise Access License** (Line Number(s) [XX])  
For each Product that is designated in the table starting on Page 1 as having an Enterprise-wide license metric, then, subject to the Growth Limitation clause in Section 7, below, Consortium Member will have the right during the Agreement Term (a) to install one copy of the Product on a Computer owned by the Consortium Member for each of the Consortium Member's Faculty Members and each of the Consortium Member's Staff Members; (b) the right to install a copy of the Product on each Computer owned by the Consortium Member in computer labs and classrooms for use by Students; and (c) if a Consortium Member has purchased Work at Home rights for its Eligible Home Users, the right to install one copy of

the Product on one Computer owned by each of its Eligible Home User for use during the Agreement Term. The licenses granted under this Section 5.1 are subject to the Growth Limitation clause in Section 7, below.

**5.2 Standard Deployment** (Line Number(s) [XX])

- (A) Consortium Members may deploy these Products and Services within its Enterprise, based on the corresponding quantity and License Metric shown in the table beginning on Page 1 of Consortium Member’s Sales Order (in the form of Exhibit B) during the Agreement Term.
- (B) On each annual anniversary of the start date of the first licenses delivered under this Sales Order, the Consortium Member may purchase additional licenses at the Per-Unit Annual Fee shown in the table at the end of this Section 5.2 for the remainder of the Agreement Term.
- (C) If a Consortium Member grants access to Products and Services (other than those for which it purchased additional licenses under Section 5.2(B)) in excess of the quantity of licenses previously purchased, then the Consortium Member must report the additional deployments to Consortium using the form attached to Exhibit B to Sales Order as Exhibit 1, and purchase ‘true-up’ licenses to account for the over-deployment based on the applicable License Metric. The fees for ‘true-up’ licenses will be prorated on a monthly basis from the time access was given to the end of the Agreement Term, based upon the Per-Unit Annual Fees shown in the table following this Section 5.2. (For proration purposes, the start date of each Month should be measured from the Sales Order Effective Date. For example, if the Sales Order Effective Date is March 5, Month 1 is March 5 through April 4. If a Product is added after the start date of a month, it will be deemed to have been added as of the start date of the following month. For example, if the Sales Order Effective Date is March 5, and a Product is added on March 7, fees for the “true-up” license will begin to accrue on April 5.) Consortium must also pay any applicable ‘true-up’ fees upon the expiration or termination of the Agreement Term. Each Consortium Member must send to Consortium a report in the format set out in Exhibit 2 to Exhibit B, to report additional deployments it has made since the latter of (X) the Effective Date or (Y) the date of its most recent deployment report (except for those licenses the Consortium Member has purchased under Section 5.2(B)). Each Consortium Member’s Deployment reports will be due 45 days prior to the first, second, and third anniversaries of the Effective Date, regardless of whether there have been additional deployments. Consortium must make reports to Adobe (aggregating the information from each Consortium Member’s deployment reports), which shall be due 14 days prior to the first, second, and third anniversaries of the Effective Date, regardless of whether there have been additional deployments. Fees for each additional deployment will be billed in arrears for the period before the deployment was first reported, and will be billed annually in advance for the remainder of the Agreement Term (except for the final deployment report).
- (D) The Per-Unit Annual Fees for additional license purchases under this Section 5.2 are shown in the table that follows:

<b>Product</b>	<b>Per Unit Annual Fee (Per License Metric, Per Year)</b>
Creative Cloud Enterprise - Standard	
[Add others as necessary]	

**5.3 Work at Home Licenses for Eligible Home Users**

- (A) During the Agreement Term, if a Consortium Member has purchased Work at Home rights for Eligible Home Users, each Eligible Home User of the Consortium Member may install and use one copy of the On-premise Software on his or her personal computer, but must not use the On-premise Software at the same time on both a Consortium Member-owned Computer and a

Computer that the Eligible Home User owns. No Online Services are available to Home Users unless the Product Table on Page 1 explicitly indicates that a particular On-premise Software Product includes Online Services.

- (B) Eligible Home Users will be able to obtain redemption codes for the On-premise Software through a secure site managed by Kivuto Solutions Inc. or another company designated by Adobe (“Vendor”), subject to additional terms for the options selected by the Consortium Member:

Select applicable option(s).

<input type="checkbox"/> <b>Pre-Pay Option</b>	Fees are payable for the download of the redemption codes, as set out at section 5.3 of this Sales Order. Vendor will make redemption codes available to Consortium Member through a secure site after the order is processed.
<input type="checkbox"/> <b>Pay-As-You-Go Option</b>	During the Term, Eligible Home Users may purchase the On-premise Software from the Vendor directly and must pay any applicable fees to the Vendor for the On-premise Software licenses and the download of the redemption codes using credit cards.

- (C) Eligible Home Users may use the redemption codes to access the On-premise Software on Adobe’s website (<https://creative.adobe.com/#educard>, or such other URL that Adobe may provide from time to time). Each redemption code must be used by only one Home User. Home Users must not share redemption codes with other Home Users or any other person.
- (D) The Vendor is an independent party, and is not an agent of Adobe. The use of the Vendor’s services may be subject to the Vendor’s terms of use.
- (E) Consortium and each Consortium Member must permit Adobe to obtain, and Vendor to release, any information relating to the use and deployment of the Products by Eligible Home Users. Each Consortium Member must obtain all necessary consents, if applicable, for the release of such information.
- (F) Consortium and Consortium Members must not make any agreement with the Vendor that has the effect of limiting Adobe’s rights to: (1) conduct a verification of licenses by Eligible Home Users; or (2) track or audit the Vendor’s distribution of licenses in connection with the Agreement.

**6. Support**

Adobe will provide Support for the On-premise Software covered by this Sales Order in accordance with the terms of the Enterprise Support PDM, modified as follows: Consortium Members shall in the aggregate be limited to the number of Expert Services sessions Consortium has purchased in advance.

**7. Growth Limitation**

7.1 FTE for each Consortium Member is calculated as follows:

$$\text{FTE} = \text{the number of full-time Faculty Members} + (\text{number of part-time Faculty Members} \div 3) + \text{number of full-time Staff Members} + (\text{number of part-time Staff Members} \div 2)$$

7.2 The total aggregate number of all FTEs of all Consortium Members as of the Effective Date is \_\_\_\_\_.

7.3 The pricing offered in this Sales Order for Enterprise-wide licenses is based on the total number of each Consortium Member’s FTEs as set forth in Section 7.2, above. At any time during the Term, if a Consortium Member’s total number of FTEs increases by five percent (5%) or more ("Growth Event"), as compared to the number established as a result of the Effective Date or the last Growth Event, whichever is later (the “Enterprise Footprint”) then Consortium Member must pay additional licensing fees for the products licensed under this Sales Order to - Channel Partner on an Enterprise-wide basis, prorated for the size of the Growth Event and the time remaining in the Term. For example, if 18 months remain in a 36-month

term at the time of the Growth Event, and the Growth Event increases the number of FTEs for a Consortium by 5% compared to the Consortium Member's Enterprise Footprint, Consortium Member shall pay an additional 5% in fees (.5 X 10%) The total number of the Consortium Member's FTEs as measured on the date the Growth Event threshold was reached will be the new Enterprise Footprint for the purpose of measuring future Growth Events for that Consortium Member. Adobe may ask Consortium or any Consortium Member to confirm from time to time (by written or email request from their Adobe Account Representative) whether a Growth Event has occurred, and Consortium and Consortium Members must respond within a reasonable time to confirm whether there has been a Growth Event.

- 7.4 Consortium shall report Growth Events to Adobe using the form attached to this Sales Order as Exhibit A. Deployment reports will be due 14 days prior to the first, second, and third anniversaries of the Effective Date, regardless of whether there have been any Growth Events.

## **8. Miscellaneous**

- 8.1 Adobe and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.
- 8.2 Adobe shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If Adobe employs or contracts with any subcontractor in connection with this Agreement, Adobe shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.
- 8.3 Adobe acknowledges that Consortium must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.
- 8.4 Consortium does not endorse the goods or services of Adobe. Except for listing Consortium as a client during the term of this Agreement, news releases or other publicity concerning this Agreement must not be made by Adobe without the prior written approval of Consortium.

This Agreement is entered into by and between Consortium and the Adobe entity (or entities) executing this Sales Order.

[Signature block follows on next page.]

By signing below, each party acknowledges that it has carefully read and fully understood this Agreement (including the Sales Order and the Adobe Enterprise Licensing Terms) and agrees to be bound by this Agreement, which will become effective upon the date of the last signature (the "Effective Date").

Consortium: [enter name of Consortium]		Adobe Systems Incorporated	
Sign		Sign	
Print:		Print:	
Title:		Title:	
Date:		Date:	
Address:		Address:	345 Park Avenue San Jose, California 95110-2704 - USA Main: 408 111 4789 Fax: 801 722 0120
Contact:		Contact:	
Company Seal:			
<i>(If Consortium is in possession of an official seal and it is customary in Consortium's country for contracts to be sealed)</i>			
Purchase Order Number:			
ECCID:			

## Exhibit A

### Aggregated Annual Report of Additional Deployments and Consortium Member Growth Events

Agreement Number: \_\_\_\_\_

Consortium Name: \_\_\_\_\_

Agreement Effective Date: \_\_\_\_\_

Report Current Deployment Count

**Enter the current Deployment Count for Products.**

Product Deployment Count																
Product Description	Total License Count (Previous Year)	Products Added (by Month since Sales Order Effective Date, or last anniversary of Sales Order Effective Date)*												Total Added	New Total	
		1	2	3	4	5	6	7	8	9	10	11	12			
Acrobat Professional	1200			100						20					120	1320

\* The start date of each Month should be measured from the Sales Order Effective Date. For example, if the Sales Order Effective Date is March 5, Month 1 is March 5 through April 4. If a Product is added after the start date of a month, it will be deemed to have been added as of the start date of the following month.

**Consortium Members who have experienced a Growth Event**

Name of Consortium Member	Previous Enterprise Footprint	New Enterprise Footprint

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

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Submit  
completed  
report to:**

**Exhibit B**

**SAMPLE  
Consortium Member Enterprise Term License Sales Order**

\_\_\_\_\_ (“Consortium Member”) agrees with [enter Customer name] (“Consortium”) to purchase the Adobe Products and Services set out in this Sales Order by placing an order with Channel Partner.

**1. Adobe Products and Services.**

Line Number	Adobe SKU	Product Description	Annual Unit Fees (per FTE)	Quantity	Annual Instalment Fee (Unit Fees x Quantity)
01.					
02.					
03.					
04.					
05.					
<b>Total License Term Fees (Annual Instalment Fee X Number of Years Left Remaining in License Term):</b>					<b>\$_____</b>

**2. Terms and Conditions**

- 2.1 Consortium Member agrees that by entering into Sales Order with Consortium and entering into this Agreement (defined below in this paragraph) with Consortium, it is agreeing that Adobe is an intended third party beneficiary of this Agreement, and has a right to enforce its terms. This Agreement consists of (A) this Sales Order, and (B) the parts of the **Adobe Enterprise Licensing Terms**, (2014 v2, available at <http://www.adobe.com/legal/terms/enterprise-licensing.html>) that follow: General Terms, the On-premise Exhibit, the PDM for Creative Cloud/Desktop Products, the Online Services PDM, and the Enterprise Support PDM. The terms of this Sales Order take precedence over any conflicting terms in the Adobe Enterprise License Terms.
- 2.2 Capitalized terms used in this Sales Order have the meanings set out in the Adobe Enterprise Licensing Terms, unless otherwise specified in this Sales Order.
- 2.3 The mutual obligations of Consortium Member and Adobe are contingent upon the mutual execution by Adobe and Consortium of an Enterprise Term License Agreement and Consortium Sales Order for the Products listed in the table in Section 1 on or before \_\_\_\_\_, and upon Consortium Member’s placement of an order consistent with the terms of this Sales Order with Channel Partner (JourneyEd.com) by that date.

**3. License Metrics/ Definitions.**

- 3.1 **Computer** means a virtual or physical device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions, consistent with the configuration recommendations in the Documentation, including desktop computers, laptops, tablets, mobile devices, telecommunication devices, Internet-connected devices, and hardware products capable of operating a wide variety of productivity, entertainment, or software applications.
- 3.2 **Education Eligibility Criteria** means the eligibility criteria for Adobe’s education program(s) set forth in Exhibit 1 to this Sales Order.
- 3.3 **Eligible Home User** means a Faculty Member, Staff Member, or Student who has purchased (or for whom Consortium has purchased, on behalf of Consortium Member) a Work at Home License (i.e. license to install and use on a Computer owned by the Faculty Member, Staff Member, or Student). By checking box

a, below, Consortium Member agrees to purchase Work at Home Licenses for the persons indicated below (or, if indicated in Section 4.2(B), below, Consortium Member has elected to allow the following persons to purchase Work at Home Licenses):

Faculty Members of Consortium Members and Staff Members of Consortium Members (up to the number of FTEs indicated in Section 7.2, below)

Students. The number of Students of Consortium Members for whom Consortium is purchasing licenses on a per-Computer basis: \_\_\_\_\_

- 3.4 **Enterprise** means all of the Faculty Members and Staff Members of all of the entities within Consortium Member's enterprise that meet the Education Eligibility Criteria.
- 3.5 **Faculty Member** means a then-current employee or independent contractor of Consortium Member whose primary job duties consist of providing educational instruction to students. Notwithstanding the previous sentence, the following persons are not deemed to be Faculty Members under this Sales Order, and are not eligible to use software licensed under it: (a) companies and their employees who have been retained in a contractual basis for services either on-campus or off-campus; and (b) retired faculty members.
- 3.6 **FTE** means Full Time Equivalent, and is calculated in accordance with Section 6 of this Sales Order.
- 3.7 **Staff Member** means a then-current employee of the Consortium Member that provides administrative support to the Consortium Member's educational operations to faculty. The following persons are not deemed to be Staff Members under this Sales Order, and are not eligible to use software licensed under it: companies and their employees who have been retained in a contractual basis to provide services, whether on-campus or off-campus.
- 3.8 **Student** means a student who is then-currently enrolled at a Consortium Member operated educational institution (excluding the following persons, who are not eligible to use Products licensed under this Sales Order: correspondence and long-distance learning students; alumni; conference attendees; visitors; and students enrolled in non-credit courses only).
- 3.9 **User** means an individual (either Student, Faculty Member, or Staff Member, as indicated in the product table that starts on Page 1) who is given a unique identifier for logging in and using the Products and Services. The unique identifier must not be shared with anyone else.
- 3.10 **Agreement Term** means the period of time starting on the earliest delivery date of any Product or Service under this Sales Order, and ending the day before the third anniversary of the earliest delivery date of any Product or Service under this Sales Order.

#### 4. License Grants

- 4.1 **Enterprise Access License.** For each Product that is designated in the table starting on Page 1 as having an Enterprise-wide license metric, then, subject to the Growth Limitation clause in Section 6, below, Consortium Member will have the right during the Agreement Term (a) to install one copy of the Product on a Consortium Member-owned Computer for each Faculty Member and each Staff Member; (b) the right to install a copy of the Product on each Consortium Member-owned Computer in computer labs and classrooms for use by Students; and (c) if Consortium Member has purchased Work at Home rights for Eligible Home Users, the right to install one copy of the Product on one Computer owned by each Eligible Home User for use during the Agreement Term. The licenses granted under this Section 4.1 are subject to the Growth Limitation clause in Section 6, below.
- 4.2 **Standard Deployment** (Line Number(s) [XX])
- (A) Consortium Member may deploy these Products and Services within its Enterprise, based on the corresponding quantity and License Metric shown in the table beginning on Page 1 of this Sales Order during the Agreement Term.

- (B) On each annual anniversary of the start date of the first licenses delivered under this Sales Order, Consortium Member may purchase additional licenses at the Per-Unit Annual Fee shown in the table at the end of this Section 5.2 for the remainder of the Agreement Term.
- (C) If Consortium Member grants access to Products and Services (other than those for which it purchased additional licenses under Section 5.2(B)) in excess of the quantity of licenses previously purchased, then Consortium Member must report the additional deployments to Adobe using the form attached to this Sales Order as Exhibit B, and purchase ‘true-up’ licenses to account for the over-deployment based on the applicable License Metric. The fees for ‘true-up’ licenses will be prorated on a monthly basis from the time access was given to the end of the Agreement Term, based upon the Per-Unit Annual Fees shown in the table following this Section 5.2. (For proration purposes, the start date of each Month should be measured from the Sales Order Effective Date. For example, if the Sales Order Effective Date is March 5, Month 1 is March 5 through April 4. If a Product is added after the start date of a month, it will be deemed to have been added as of the start date of the following month. For example, if the Sales Order Effective Date is March 5, and a Product is added on March 7, fees for the “true-up” license will begin to accrue on April 5.) Consortium Member must also pay any applicable ‘true-up’ fees upon the expiration or termination of the Agreement Term. Consortium Member must send Adobe a report in the format set out in Exhibit B, to report additional deployments it has made since the latter of (X) the Effective Date or (Y) the date of its most recent deployment report (except for those licenses Consortium Member has purchased under Section 5.2(B). Deployment reports will be due 14 days prior to the first, second, and third anniversaries of the Effective Date, regardless of whether there have been additional deployments. Fees for each additional deployment will be billed in arrears for the period before the deployment was first reported, and will be billed annually in advance for the remainder of the Agreement Term (except for the final deployment report).
- (D) The Per-Unit Annual Fees for additional license purchases under this Section 5.2 are shown in the table that follows:

<b>Product</b>	<b>Per Unit Annual Fee (Per License Metric, Per Year)</b>
Creative Cloud Enterprise - Standard	
[Add others as necessary]	

#### 4.3 Work at Home Licenses for Eligible Home Users

- (A) During the Agreement Term, if Consortium has purchased, on behalf of Consortium Member Work at Home rights for Eligible Home Users, each Eligible Home User may install and use one copy of the On-premise Software on his or her personal computer, but must not use the On-premise Software at the same time on both a Consortium Member-owned Computer and a Computer that the Eligible Home User owns. No Online Services are available to Home Users unless the Product Table on Page 1 explicitly indicates that a particular On-premise Software Product includes Online Services.
- (B) Eligible Home Users will be able to obtain redemption codes for the On-premise Software through a secure site managed by Kivuto Solutions Inc. or another company designated by Adobe (“Vendor”), subject to additional terms for the options selected by the Consortium Member:

Select applicable option(s):

<input type="checkbox"/> <b>Pre-Pay Option</b>	Fees are payable for the download of the redemption codes, as set out at section 4.3 of this Sales Order. Vendor will make redemption codes available to Customer through a secure site after the order is processed.
<input type="checkbox"/> <b>Pay-As-You-Go Option</b>	During the Term, Eligible Home Users may purchase the On-premise Software from the Vendor directly and must pay any applicable fees to the Vendor for the On-premise Software licenses and the download of the redemption codes using credit cards.

- (C) Eligible Home Users may use the redemption codes to access the On-premise Software on Adobe's website (<https://creative.adobe.com/#educard>, or such other URL that Adobe may provide from time to time). Each redemption code must be used by only one Home User. Home Users must not share redemption codes with other Home Users or any other person.
- (D) The Vendor is an independent party, and is not an agent of Adobe. The use of the Vendor's services may be subject to the Vendor's terms of use.
- (E) Consortium Member permits Adobe to obtain, and Vendor to release, any information relating to the use and deployment of the Products by Eligible Home Users. Consortium Member will obtain all necessary consents, if applicable, for the release of such information.
- (F) Consortium Member must not make any agreement with the Vendor that has the effect of limiting Adobe's rights to: (1) conduct a verification of licenses by Eligible Home Users; or (2) track or audit the Vendor's distribution of licenses in connection with the Agreement.

## 5. Support

Adobe will provide Support for the On-premise Software covered by this Sales Order in accordance with the terms of the Enterprise Support PDM, modified as follows: Consortium Member shall be limited to the number of Expert Services sessions it has purchased in advance.

## 6. Growth Limitation

6.1 FTE is calculated as follows:

**FTE** = the number of full-time Faculty Members + (number of part-time Faculty Members ÷ 3) + number of full-time Staff Members + (number of part-time Staff Members ÷ 2)

6.2 Consortium Member's current FTE Count is           . ("Enterprise Footprint").

- 6.3 The pricing offered in this Sales Order for Enterprise-wide licenses is based on the total number of Consortium Member's FTEs as set forth in Section 6.2, above. At any time during the Term, if the Consortium Member's total number of FTEs increases by five percent (5%) or more ("Growth Event"), as compared to the number established as a result of the Effective Date or the last Growth Event, whichever is later (the "Enterprise Footprint") then Consortium Member must pay to Channel Partner additional licensing fees for the products licensed under this Sales Order on an Enterprise-wide basis, prorated for the size of the Growth Event and the time remaining in the Term. For example, if 18 months remain in a 36-month term at the time of the Growth Event, and the Growth Event increases the number of FTEs by 10% compared to the Enterprise Footprint, Consortium Member shall pay an additional 5% in fees (.5 X 10%) to Channel Partner. The total number of Consortium Member's FTEs as measured on the date the Growth Event threshold was reached will be the new Enterprise Footprint for the purpose of measuring future Growth Events. Adobe or Consortium may ask Consortium Member to confirm from time to time (by written or email request) that a Growth Event has occurred, and Consortium Member must respond within a time to confirm whether there has been a Growth Event.

## 7. Miscellaneous

- 7.1 Adobe and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.
- 7.2 Adobe shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If Adobe employs or contracts with any subcontractor in connection with this Agreement, Adobe shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.
- 7.3 Adobe acknowledges that Consortium Member must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.
- 7.4 Consortium Member does not endorse the goods or services of Adobe. Except for listing Consortium Member as a client during the term of this Agreement, news releases or other publicity concerning this Agreement must not be made by Adobe without the prior written approval of Consortium Member.

[Signature block follows on next page]

By signing below, each party acknowledges that it has carefully read and fully understood the terms of this Sales Order, which will become effective upon the date of the last signature (the "Effective Date").

Consortium: [Enter name of Consortium]	[Enter name of Consortium Member]
Sign	Sign
Print:	Print:
Title:	Title:
Date:	Date:
Address:	Address:
Contact:	Contact:
Company Seal:	
<i>(If Consortium is in possession of an official seal and it is customary in Consortium's country for contracts to be sealed)</i>	
Purchase Order Number:	
ECCID:	

**Exhibit 1 to**  
**Consortium Member Enterprise Term License Sales Order**

**1. Definitions Applicable to Education Members.**

1.1 *Education Entity*. The following is a non-exhaustive list of qualified educational institutions: (a) Accredited (by official accrediting entities) public or private primary or secondary school providing full-time instruction; (b) Accredited public or private university or college (including community, junior, or vocational college) that grants degrees requiring not less than the equivalent of two years of full-time study; (c) Named educational institutions approved by Adobe, only if individual named entities are approved by Adobe in writing; (d) Hospitals that are wholly owned and operated by an otherwise qualified educational institution, where “wholly owned and operated” means the educational institution is sole owner of the hospital and the only entity exercising control over day to day operations; and (e) Higher education research laboratories that are a public institution and recognized by a national or state educational authority.

The following is a non-exhaustive list of entities that are not qualified educational institutions: (a) Non-accredited schools; (b) Museums or libraries; (c) Hospitals not wholly owned and operated by an otherwise qualified educational institution; (d) Churches or religious organizations that are not accredited schools; (e) Vocational training centers or schools granting certificates for courses such as computer software training or job training that are not accredited schools or which grant degrees requiring less than the equivalent of two years of full-time study; (f) Military schools that do not grant academic degrees; and (g) Research laboratories not recognized by a national or state ministry overseeing education. For example, institutions recognized by other government branches are not eligible.

The above lists do not apply to the countries as listed in Section 1.2 (Regional-Specific Definition) below.

1.2 *Regional-Specific Definition of Education Entity*.

(a) *Asia Pacific Countries excluding Southeast Asia Countries as defined in sub-paragraph (b) below*. If Education Member is resident in Australia, New Zealand, India, Sri Lanka, mainland China, Hong Kong S.A.R., Taiwan R.O.C., the Republic of Korea, the People’s Republic of Bangladesh, the Federal Democratic of Nepal, the Republic of the Union of Myanmar, Pakistan or Mongolia or any country designated by Adobe from time to time, “Education Entity” shall mean the entities that satisfy the meaning of “Qualified Educational Users” (except for the sections entitled “Full and Part Time Faculty and Staff” and “Students”) designated by Adobe on <http://www.adobe.com/ap/education/purchasing/qualify.html> (or its successor web site thereto), as updated by Adobe from time to time.

(b) *Southeast Asia Countries*. If Education Member is resident in Indonesia, Malaysia, Philippines, Singapore, Thailand and Vietnam, “Education Entity” or “Education Institution” shall have the respective meanings designated by Adobe on [www.adobe.com/go/education\\_entity\\_seasia\\_edem](http://www.adobe.com/go/education_entity_seasia_edem) (or its successor web site thereto), as updated by Adobe from time to time.

(c) *Japan*. If Education Member is resident in Japan, “Education Entity” or “Education Institution” shall have the respective meanings designated by Adobe on [http://www.adobe.com/go/school\\_jp](http://www.adobe.com/go/school_jp) (or its successor web site thereto), as updated by Adobe from time to time.

Exhibit 2 to Consortium Member Enterprise Term License Sales Order

**Report of Additional Deployments/FTE Count**

Agreement Number: \_\_\_\_\_

Consortium Member Name: \_\_\_\_\_

Agreement Effective Date: \_\_\_\_\_

**Report Current Deployment Count**

Enter the current Deployment Count for Products.

Product Deployment Count															
Product Description	Total License Count (Previous Year)	Products Added (by Month since Sales Order Effective Date, or last anniversary of Sales Order Effective Date)*												Total Added	New Total
		1	2	3	4	5	6	7	8	9	10	11	12		
Acrobat Professional	1200			100						20				120	1320

\* The start date of each Month should be measured from the Sales Order Effective Date. For example, if the Sales Order Effective Date is March 5, Month 1 is March 5 through April 4. If a Product is added after the start date of a month, it will be deemed to have been added as of the start date of the following month.

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

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AEPA Assessment Invoice**

**2014**

Agency: ESUCC Cooperative Purchasing  
Address: 1292 East 4th Street  
City,State, Zip Ainsworth, NE 69210  
  
Contact Name: Craig Peterson  
Contact Email: [craig.peterson@esucc.org](mailto:craig.peterson@esucc.org)  
Contact Phone: 308-995-0665

*Complete the Fees Received Worksheet*

<i>Total Administrative Fees Received (From Fees Received Worksheet)</i>	\$ 127,575.32
Admin Rate 12/31/2014	<u>2%</u>
Total Sales	\$ 6,378,766.00
Assessment Rate	<u>0.0003</u>
Assessment Fee	\$ 1,913.63
Assessment	<u>\$1,500.00</u>
Total Amount Due	<u><u>\$3,413.63</u></u>

I certify that the above information is true and accurate.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Return a copy of this invoice and the fees received worksheet with your check made out to AEPA Inc. to:

**Tamra Hurst, %Stark County ESC, 2100 38th Street NW, Canton, OH 44709**



**INTERLOCAL AGREEMENT  
TO SHARE ESUCC COOPERATIVE PURCHASING DIRECTOR**

This Interlocal Agreement ("Agreement") is made and entered into under the provisions of the Nebraska Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 to 13-827, between the Educational Service Unit Coordinating Council ("ESUCC") and Educational Service Unit No. 11 of the State of Nebraska ("ESU 11"). The parties are referred to collectively as "Parties."

WHEREAS, the Parties are political subdivisions of the State of Nebraska;

WHEREAS, the Educational Service Units Act (NEB. REV. STAT. §§ 79-1201 through 79-1249) encourages the parties to serve as educational service providers and to work toward statewide coordination to provide the most cost-effective services for the students, teachers, and school districts in each educational service unit;

WHEREAS, the Parties desire to make the most efficient use of their taxing authority and other powers to enable them to cooperate with each other and other entities as further agreed on the basis of mutual advantage to provide goods, services, and facilities in a manner and pursuant to forms of governmental organization that will accord the best results in terms of geographic, economic, population, and other factors that will influence the needs and development of the Parties;

WHEREAS, the Parties have passed resolutions authorizing each party to approve and enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by the parties as follows:

**1. No Separate Legal Entity.** This Agreement does not establish a separate legal or joint entity.

**2. Purpose.** This Agreement is intended to permit the parties to employ and assign a ESUCC Cooperative Purchasing Director ("Director") for the following purposes:

- a. To permit the Parties to make the most efficient use of their powers and resources by cooperating with each other concerning the employment of a Director who will provide

services to both Parties.

- b. To enhance the ability of both Parties to attract and maintain a qualified Director by ensuring that such Director will have aggregate employment that exceeds the part-time employment at either Party; and
- c. To facilitate the Parties' use of the Director on a shared basis by providing for the scheduling of his time in an efficient and effective manner.

**3. Term.** This Agreement shall commence on \_\_\_\_\_, 2015 and end on \_\_\_\_\_, 2016. The parties may extend this Agreement by mutual written agreement.

**4. Administration.** The ESCUCC Executive Director and the ESU 11 Administrator shall be jointly responsible for administering the cooperative undertaking described in this Agreement. The Administrators may take any action authorized, either explicitly or implicitly, by the Interlocal Cooperation Act, including any action that may be necessary to perform the duties and functions as provided in this Agreement.

**5. Employment of Director.**

- A. ESUCC shall employ a Director on a 1.0 full-time equivalent (FTE) basis, and shall make the Director available to ESU 11 on an hourly or per diem basis as agreed by the Administrators. ESUCC shall be responsible for paying the Director's salary and providing fringe benefits in accordance with its negotiated agreement with its education association, its policies, and/or its employment contract. ESU 11 shall reimburse ESUCC at the rate of \$\_\_\_\_\_ per hour (or portion thereof) or \$\_\_\_\_\_ per diem, plus its proportionate share of vacation days earned by the Director during the time he performs services for ESU 11.
- B. The ESUCC Executive Director shall have the general responsibility for supervising and overseeing Director's work; for seeing to the payment of Director's salary and fringe benefits; for administering appropriate discipline; for adjusting Director's grievances; and for managing and supervising Director in accordance with ESUCC's policies and subject to the direction of its Coordinating Council.

**6. Director Not a Third-Party Beneficiary.** The Director is not a

third-party beneficiary of this Agreement, and it creates no enforceable rights in favor of the Director.

**7. No Joint Employment.** This Agreement shall not make the Parties joint employers of the Director for purposes of workers' compensation, unemployment compensation, liability, or any other purpose.

**8. Management, Evaluation, Discipline and Discharge.** Each Party shall retain the authority to manage and evaluate Director's work while he is performing duties for that party.

**9. Manner of Acquiring, Holding, and Disposing of Real and Personal Property.** The Parties do not anticipate a need to acquire, hold, or dispose of real property to accomplish the purposes of this Agreement. The Parties' respective governing boards shall determine the manner of acquiring, holding, or disposing of real property in the event that such a need arises. In no event shall the Administrator have the authority to acquire real property on behalf of the Parties. The Administrator shall have the authority to acquire and hold any personal property that is needed or required for the implementation of any purpose of this Agreement. The title to all such personal property shall be held in the name of ESUCC for the benefit of all Parties. ESUCC shall have the authority to dispose of such personal property, provided that (a) any such disposal shall comply with state law, and (b) any funds raised from such sale shall be shared by the parties in proportion to their contribution made to obtain the property.

**10. Financing and Budgeting.** Each party will budget separately to pay the costs and expenses that will be incurred to fulfill its obligations under this Agreement.

**11. Expenses.** Each party shall be responsible for its own expenses related to this Agreement. The ESUCC shall be responsible for the payment of any expenses the Director incurs as a result of performing services or duties on behalf of or at the request of the ESUCC including, but not necessarily limited to, mileage, meals, lodging, and seminar/conference registration costs. The ESU shall be responsible for the same Director expenses incurred as part of the Director's ESU duties. In the event the Director incurs expenses while performing services or duties that jointly benefit the ESU and ESUCC, such expenses shall be shared equally.

**12. Taxes.** This Agreement does not grant the Parties any authority to levy, collect, or account for any tax authorized under sections 13-318

through 13-326 or 13-2813 through 2816.

**13. Nondiscrimination.** The Parties shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

**14. Employment Eligibility Verification.** The Parties shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a party employs or contracts with any subcontractor in connection with this Agreement, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

**15. Termination.** Either party may terminate this Agreement by passing a resolution and submitting a copy of it to the other party. The agreement shall then terminate 30 days from the date the resolution is received. Any funds or property in possession of the parties as a result of this Agreement shall be divided and distributed as agreed between the parties. If a dispute arises between the Parties as to the value of such property or as to how it will be distributed, such property shall be sold by taking bids at public auction and selling said property to the highest bidder with the proceeds therefrom being distributed to the Parties as follows: \_\_\_% to ESU 11 and \_\_\_% to ESUCC.

**16. Liability Insurance.** Each party shall obtain and pay for its own liability insurance coverage for their participation in this Agreement.

**17. New Members.** The Parties may add additional parties to this Agreement by the unanimous consent of the then current member Parties. The Administrator shall establish the fees, costs, charges, assessments, and other conditions required for participation by the new member.

**18. Notice.** Each District giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or electronic mail (to the ESUCC's Executive Director or ESU 11's Administrator, with receipt confirmed). Notice shall be sent to the following addressees at the following addresses:

ESUCC: ESUCC  
Attn: Executive Director  
957 North Pierce Street  
Fremont, NE 68025

ESU 11: Educational Service Unit No. 11  
Attn: Administrator  
412 W. 14th Ave. | P.O. Box 858  
Holdrege, NE 68949

Notice is effective only if the party giving the Notice has complied with this section.

**19. Amendments and Modifications.** The Parties may amend or modify this Agreement only by a signed, written unanimous agreement that identifies itself as an amendment or modification to this Agreement. No other alterations in the terms of this agreement shall be valid or binding.

**20. Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.

**21. Counterparts.** The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other Parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other party. In proving this Agreement, a party must produce or account only for the executed counterpart of the party to be charged.

**22. Assignment.** The Parties shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person or entity without the previous written consent of the other party.

**23. Entire Agreement.** The Agreement is the complete and

exclusive expression of the Parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**EDUCATIONAL SERVICE UNIT COORDINATING COUNCIL**

\_\_\_\_\_  
David M. Ludwig, Executive Director

Date: \_\_\_\_\_, 2015

**EDUCATIONAL SERVICE UNIT NO. 11  
OF THE STATE OF NEBRASKA**

\_\_\_\_\_  
Paul Tedesco, Administrator

Date: \_\_\_\_\_, 2015