

LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASE ORDER NO 0001088189

PURCHASING: (916) 568-3071 • FAX: (916) 568-3145
 ACCOUNTING OPS: (916) 568-3065 • FAX: (916) 286-3636

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Date	Revision	Page
07/22/2016		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
1008416 LEWISJ SHEWMAKERN	04CYPH129 IT	

Supplier: 0000001150
 COMPUTERLAND
 482 WEST SAN CARLOS ST
 SAN JOSE CA 95110

Phone: (408) 519-3228
Fax: (408) 519-3260

email: BFix@cland.com

Ship To: FOLSOM LAKE COLLEGE
 RECEIVING
 10 COLLEGE PARKWAY
 FOLSOM CA 95630
 United States

Bill To: 1919 Spanos Court
 Sacramento CA 95825-3981
 United States

Tax Exempt? N

Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	SOFTWARE, ADOBE - FCCC CREATIVE CLOUD ENTERPRISE - ETLA SITE LICENSE - 1 YR SUB (10006960MA)	314.00 EA	57.00	17,898.00	07/22/2016

QUOTE # 139946-1.
 NO DELIVERABLES. NO TAX. DOWNLOADS ONLY.
 PLEASE EMAIL PO TO syork@cland.com.

Sub Total Amount	17,898.00
Sales Tax Amount	0.00
Total PO Amount	17,898.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5600	11	FL.VA.ITSV	67800	00000	051C	17,898.00	2017

0001008416HARMANJ20-JUL-2016

Verification of this purchase order can be made using the Los Rios Community College District web site listed below.
 If you have any questions, please contact the Purchasing Office at (916)568-3071.

<http://www.losrios.edu/purchasing/povalidation>

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Authorized Signature

Notice to vendor: You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30
 MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

LOS RIOS COMMUNITY COLLEGE DISTRICT

American River College • Cosumnes River College • Folsom Lake College • Sacramento City College

PURCHASE ORDER TERMS AND CONDITIONS

1. **APPLICABLE LAW:** The contract resulting from this order shall be governed by the laws of the State of California
2. **COMPLETION OF ORDERS:** LRCCD reserves the right to withhold payment until order is completed.
3. **DISCOUNTS:** Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by LRCCD if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount, on the date payment is mailed or on behalf of LRCCD.
4. **INVOICES:** Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain Purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. If LRCCD has not received billing for product or services within a one year period LRCCD will not be held responsible for satisfying the debt.
5. **CHANGES:** No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LRCCD Purchasing at the phone number provided.
6. **BILL OF LADING:** If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
7. **TRANSPORTATION CHARGES:** Invoices for prepaid transportation charges must be supported by original receipted expense bills.
8. **FOB POINT AND FREIGHT CHARGES:** Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by LRCCD unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50.00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by LRCCD in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of LRCCD shall at CONTRACTOR's own expense assist LRCCD in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by LRCCD shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.
9. **PATENT INDEMNITY:** The CONTRACTOR shall hold LRCCD, its officers, agents and employees harmless from alleged liability of any nature or kind, including costs and attorney fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
10. **TAXES:** Certain articles sold to LRCCD are exempt from certain Federal excise taxes. LRCCD will reimburse the CONTRACTOR for, or pay directly, all California State and local sales and use taxes applicable to this purchase.
11. **EQUAL OPPORTUNITY EMPLOYER:** The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier complies with all provisions of executive order 11246 and is an equal opportunity employer.
12. **GENERAL SAFETY ORDERS:** All materials, supplies and services sold to LRCCD shall conform to the general safety orders of the State of California. All materials, except as otherwise specified, must be new and of the best quality of their respective kinds.
13. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend and hold harmless LRCCD, its trustees, officers, agents, employees and volunteers, from any and all claims, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of persons, arising out of, alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of LRCCD.
14. **TERMINATION:** LRCCD may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination LRCCD may proceed with the work in any manner deemed proper by LRCCD. The cost to LRCCD shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.
15. **ASSIGNMENT:** Without the written consent of LRCCD, this agreement is not assignable by CONTRACTOR either in whole or in part.
16. **PUBLIC WORKS PROJECTS:** CONTRACTOR must comply with Public Contract Code.
17. **CA LABOR CODE:** Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to the LRCCD, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.
18. **NOTICE:** Your employees may be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on the hazardous substances that your employees may be exposed to contact the LRCCD General Services Department at (916) 568-3048.
19. **INSURANCE:** CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$3,000,000 AGGREGATE for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. LRCCD shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR shall provide a certificate of insurance and required endorsements to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LRCCD will be given 30 days notice of any material change or cancellation in coverage.
20. **DISQUALIFIED EMPLOYEES:** CONTRACTOR shall ensure that persons who perform services on LRCCD property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87010. If LRCCD determines that any person employed by CONTRACTOR to work on LRCCD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LRCCD property immediately, and that person shall not be employed again on LRCCD property.
21. **WORK AUTHORIZATION:** Prior to LRCCD's acceptance of this Agreement, CONTRACTORS who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. Department of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. LRCCD shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
22. **WARRANTY:** CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor will be fit and sufficient for the particular purposes intended by LRCCD. Unless agreed upon otherwise between LRCCD and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by LRCCD; or (c) any warranty period provided under any applicable California law.

Requisition

Supplier: COMPUTERLAND 0000001150
 482 WEST SAN CARLOS ST
 SAN JOSE CA 95110
 United States

Phone: (408) 519-3228 **Fax:** (408) 519-3260
email: BFix@cland.com

Ship To: RECEIVING
 10 COLLEGE PARKWAY
 FOLSOM CA 95630-6798

Business Unit: GENFD OPEN	
Req ID: 0001008416	Date: 07/19/2016
Page: 1	
Requisition Name: ComputerLand-Adobe ETLA	
Requester: Jeff Lewis	Bldg#: IT
Requester Signature	
Buyer: Nicholas Shewmaker	
Approved:	

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	SOFTWARE, ADOBE - FCCC CREATIVE CLOUD ENTERPRISE - ETLA SITE LICENSE - 1 YR SUB (10006960MA)	314	EA	57.00	17,898.00	07/22/2016

Total Requisition Amount: 17,898.00

QUOTE # 139946-1.
 NO DELIVERABLES. NO TAX. DOWNLOADS ONLY.
 PLEASE EMAIL PO TO syork@cland.com. VENDOR NEEDS PO EMAILED TO THEM BY 7/20/2016. Sorry for the rush.

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>
GENFD	5600	11	FL.VA.ITSV	67800	00000	051C	17,898.00

Approval Signature	Approval Signature	Approval Signature
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482 West San Carlos St
 San Jose, CA 95110 Telephone : 408-519-3200
 www.cland.com Fax : 408-519-3260

Quotation

Ship to Folsom Lake College Rcvg
 10 College Parkway
 Folsom, CA 95630

Salesperson Sheri York *Date*: 6/16/2016
 syork@cland.com *Number*: 139946-1
 Director, Software & Licensing *Page*: 1 of 1
Phone : 800-639-1319 *Sales order*: 139946
Phone : 408-519-3221 direct *Payment*: Net 30
Fax: 408-519-3260 *Purchase order*

Bill to Los Rios Comm College Dist
 1919 Spanos Ct
 Sacramento, CA 95825

Contact

<u>Item number</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit price</u>	<u>Amount</u>
10006960MA	ADOBE - FCCC CREATIVE CLOUD ENTERPRISE - ETLA SITE LICENSE - 1 YR SUB	314.00	57.00	17,898.00

Subtotal: 17,898.00
 Tax: 0.00
 Shipping & handling ..: 0.00
 Total: 17,898.00

Exhibit B

Consortium Member Enterprise Term License Sales Order

Folsom Lake College agrees with Foundation for California Community Colleges to purchase the Adobe Products and Services set out in this Sales Order by placing an order with CCT Technologies, Inc. dba ComputerLand of Silicon Valley.

1. Adobe Products and Services.

Line Number	Adobe SKU	Product Description	Annual Unit Fees (per Computer)	Quantity	Annual Installment Fee (Unit Fees x Quantity)
01.	65261349MA	DC Professional MLP Term w Maint & Gold All Languages	8.85	0	\$0
02.	65272690MA	Creative Cloud ENT MLP Ed Subscription 20G HED L5 1S All Languages	57.00	314	\$17,898
03.	65261458MA	DC Premium eSign services P2 EDU T3 OTH Billing Plan Hosted ALL	18.00	0	\$0
Total License Term Fees (Annual Installment Fee X Number of Years Left Remaining in License Term):					\$53,694

2. Terms and Conditions

2.1 Consortium Member agrees that by entering into Sales Order with Consortium and entering into this Agreement (defined 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. The Products and Services listed in the table in Section 1 are governed under: (A) this Sales Order, and (B) the parts of the **Adobe Enterprise Licensing Terms**, available at <http://www.adobe.com/legal/terms/enterprise-licensing.html> (2015v2) consisting of the General Terms and the applicable Product Specific Licensing Terms (collectively, the "Agreement"). 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 July 20, 2016, and upon Consortium Member's placement of an order consistent with the terms of this Sales Order with Channel Partner by that date.

3. License Metrics/ Definitions.

3.1 **"Education Eligibility Criteria"** means the eligibility criteria for Adobe's education programs described at <http://www.adobe.com/education/administrators/how-to-buy-eligibility.edu.html>.

3.2 **"Eligible Home User"** means a Consortium Member's 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 Consortium Member's Faculty Member, Staff Member, or Student). If indicated below, Consortium agrees to purchase (or allows the following persons to purchase) Work at Home Licenses for:

Faculty Members of Consortium Members and Staff Members of Consortium Members (up to the number of FTEs indicated in Section 5.2, below)

3.3 **"Enterprise"** means the entirety of the Faculty Members and Staff Members of all of the entities within Consortium Member's enterprise that meet the Education Eligibility Criteria.

3.4 **"Faculty Member"** means a then-current employee or independent contractor of Consortium Member

whose primary job duties consist of providing educational instruction to students. Faculty Members do not include: (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.

- 3.5 **“FTE”** means Full Time Equivalent, and is calculated in accordance with this Sales Order.
- 3.6 **“Staff Member”** means a then-current employee of the Consortium Member that provides administrative support to the Consortium Member’s educational operations to faculty. However, Staff Member does not include companies and their employees who have been retained in a contractual basis to provide services, whether on-campus or off-campus.
- 3.7 **“Student”** means an individual enrolled in a degree-granting program of Consortium Member except correspondence and long-distance learning students, alumni, conference attendees, visitors, and students enrolled in non-credit courses.
- 3.8 **“User”** means a Student, Faculty Member, or Staff Member 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.
- 3.9 **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.** (identified as Enterprise-Wide in the Products and Services Pricing Details) Consortium Member may deploy an unlimited quantity of the Products and Services within its Enterprise. Consortium Member will have the right (a) to install one copy of the Product and Service on an Enterprise-owned Computer 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 and Service on each Enterprise-owned 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 and Service on one Computer owned by each of its Eligible Home User for use. The licenses granted under this section are subject to the Growth Limitation clause.

4.2 Work at Home Licenses for Eligible Home Users

- (A) 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 and Services Pricing Details 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"/> Pre-Pay Option	Fees are payable for the download of the redemption codes, as set out in this Sales Order. Vendor will make redemption codes available to Consortium through a secure site after the order is processed.
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<input checked="" type="checkbox"/> Pay-As-You-Go Option	<p>During the Agreement 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.</p>
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- (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. 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. 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. Growth Limitation

Consortium Member may deploy an unlimited quantity of the Products and Services, subject to the limitations set forth in the remainder of this section. The rights granted under this Sales Order are based on the total number of Consortium Member's FTEs.

5.1 **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)

5.2 Consortium Member's current FTE Count is 314. ("Enterprise Footprint").

5.3 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 5.2, 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.

5.4 [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: Foundation for California Community Colleges		Folsom Lake College	
Sign		Sign	
Print:		Print:	
Title:		Title:	
Date:		Date:	
Address:	1102 Q ST STE 3500 SACRAMENTO, CA 95811-6565 UNITED STATES	Address:	10 College Pkwy. Folsom, CA 95630 UNITED STATES
Contact:		Contact:	Jeff Lewis
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 (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 (or its successor web site thereto), as updated by Adobe from time to time.