



Fort Bend County
 Adobe ETLA
 Texas DIR-TSO-4052
 7/31/2018

MFG Part Number	Product Name	Price	Qty	Extended Price
65290894	Adobe Acrobat DC Professional with Services SW Subscription Only - Tier 1 - 12 Month Term License	\$ 68.90	400	\$ 27,560.00
65290889	Adobe Sign Enterprise Per Transaction - 12 Months	\$ -	5000	\$ -
Total:				\$ 27,560.00

MFG Part Number	Product Name	Price	Qty	Extended Price
65290894	Adobe Acrobat DC Professional with Services SW Subscription Only - Tier 1 - 12 Month Term License	\$ 68.90	400	\$ 27,560.00
65290889	Adobe Sign Enterprise Per Transaction - 12 Months	\$ -	5000	\$ -
Total:				\$ 27,560.00

MFG Part Number	Product Name	Price	Qty	Extended Price
-----------------	--------------	-------	-----	----------------

Confidential.

ETLA 1-3

Thank you for the opportunity to quote.

65290894	Adobe Acrobat DC Professional with Services SW Subscription Only - Tier 1 - 12 Month Term License	8/19/2019	\$ 68.90	400	\$ 27,560.00
65290889	Adobe Sign Enterprise Per Transaction - 12 Months		\$ -	5000	\$ -

Total: **\$ 27,560.00**

3 Year Total: **\$ 82,680.00**

Terms and Conditions:

1. Please see Attachment A for Terms & Conditions
 2. Pricing Subject to Adobe Mgmt. Approval
 3. Three Payments Made Annually
- All use of the Licensed Products (including On-demand Services, Managed Services and On-premise Software) specified above (and applicable License Metrics) shall be governed by the applicable Adobe Enterprise Licensing Terms which consist of the General Terms (2015v2) and the applicable Product Specific Licensing Terms ("PSLT"s) which are available at www.adobe.com/legal/terms/enterprise-licensing.html (collectively Licensing Terms). Support terms ("Support Terms") can be found on Adobe's website at http://www.adobe.com/support/programs/policies/terms_customer.html. Product descriptions (and applicable License Metrics) for the Licensed Products are published by Adobe on <https://helpx.adobe.com/product-descriptions.html>. Reseller agrees to pass through the links to the Terms set forth above to Customer in addition to any supplemental terms and conditions contained within this quote and to gain Customer's acceptance of such terms by Customer including the reference to such terms in its contract or order with Reseller

ATTACHMENT A

ENTERPRISE TERM LICENSE AGREEMENT

THIS ENTERPRISE TERM LICENSE AGREEMENT ("ETLA") is entered as of the initial License Term Start Date ("Effective Date") designated below, by and between Adobe Systems Incorporated ("Adobe") and COUNTY OF FORT BEND, TEXAS ("Customer"). Customer will be placing an order through the authorized Adobe reseller awarded a contract by Customer ("Reseller") for the purchase of licenses to the following Adobe Products and Services.

Adobe On-demand Services

Line Number	SKU	Product Description	Billing Cycle	Quantity	Unit Of Measure	License Term Start Date	License Term End Date
01	65290889	DC Enterprise Sign Incl Transactions	Advance Annually - In	5,000.00	Each Transaction Per Year	Delivery Date	Day before 3 rd Anniversary of Delivery Date

- 01 DC Enterprise Sign Incl Transactions:
During each twelve-month period, Customer is permitted to send a total of 5,000 Transactions. Transactions do not carry over from one 12-month period to the next. If Customer exceeds the annual limit, Customer will be billed for the excess number of Transactions, and will reset the following year's baseline Transaction limits. For example, in 2018, if Customer's Transaction limit was 100, but Customer sent 250 Transactions by the end of the year. In 2019, Customer's new Transaction baseline is 250 (instead of 100), and Customer will be billed for the excess 150 Transactions each license year from 2018. Excess Transactions will be billed at the unit price agreed to between Customer and Reseller.

Adobe On-premise Software

Line Number	SKU	Product Description	Billing Cycle	Quantity	Unit Of Measure	License Term Start Date	License Term End Date
02	65290894	DC Enterprise Acrobat Pro w/ Svcs T1 EDO	Advance Annually - In	400.00	Each USER Per Year	Delivery Date	Day before 3 rd Anniversary of Delivery Date

Terms and Conditions:

- All use of the Products and Services specified above will be governed by the terms of this ETLA, and the version of the Adobe Enterprise Licensing Terms as of the date Customer issues a purchase order to Reseller and available at www.adobe.com/legal/terms/enterprise-licensing.html, including the General Terms and the applicable Product Specific Licensing Terms ("PSLT(s)") (collectively, the "Agreement"). If there is any inconsistency between the parts of this Agreement, then the part listed earlier will prevail to the extent of the inconsistency: (i) this ETLA; (ii) the applicable PSLT(s); and (iii) the General Terms. Capitalized terms used in this ETLA have the meanings set out in applicable modules of the Adobe Enterprise Licensing Terms, unless otherwise specified in this ETLA.
- "Enterprise" means THE COUNTY OF FORT BEND, TEXAS.
- The term of this Agreement is the period of time beginning on the initial License Term Start Date, and ending the day before the third anniversary of the initial License Term Start Date. Notwithstanding anything stated to the contrary, Customer may terminate the License Term at any time by providing Reseller with 30 days advance written notice, pursuant to applicable law that makes any obligation under this ETLA either (a) contingent upon the availability of appropriated funds from which payments can be made or (b) subject to termination for convenience. In the event Customer exercises its right to terminate this

ETLA, Customer will not be entitled to a refund of any fees paid hereunder.

4. Adobe is not entering into a direct purchasing relationship with Customer for the Products and Services. Reseller is solely responsible for setting the terms of payment with Customer (including but not limited to when payments by Customer are due to Reseller).
 5. Customer may deploy the specified quantity of Products and Services identified in the Products and Services Pricing Detail within the entirety of Customer's organization. Customer may transfer a license from one User to another User without being deemed an additional deployment, provided that transferred licenses may not be re-deployed in any shared license model or similar license deployment (including, but not limited to, floating, generic user, leased, or shift license deployment). Customer's annual true-up with Adobe will include metrics on the number of licenses deployed and re-deployed to Users. Customer must report any deployment of the Products and Services in excess of the quantities previously purchased using the form found at <http://www.adobe.com/go/trueup>. Such reports are due to Adobe 14 days prior to the first and second anniversary of the Effective Date and 30 days prior to the expiration of this Sales Order. Customer will be billed in arrears 50% of the true-up fee for each additional deployment identified in the report and must pay 100% of the true-up fee for each year (if any) remaining under this Sales Order. Customer remains responsible for the payment of all license fees set forth in the Products and Services Pricing Detail and true-up reports regardless of whether Customer subsequently un-installs or has deployed a lesser quantity of licenses of the Products and Services than purchased. True-up Fees for additional license purchases under this section will be established by the Reseller.
 6. Adobe will provide support services for the Products and Services as described at <https://helpx.adobe.com/support/programs/support-policies-terms-conditions.html>.
 7. Customer acknowledges and agrees that it may not assign or otherwise transfer licenses to the Products and Services under this ETLA to any other government or other entity without Adobe's prior written approval.
 8. By placing a purchase order with Reseller for the Products and Services, Customer will be deemed to have accepted the terms of this ETLA. Customer must also attach a copy of this ETLA to its corresponding purchase order to Reseller.
-