

## EXHIBIT A

### LARGE GOVERNMENT AGENCIES PROGRAM AGREEMENT

**LARGE GOVERNMENT AGENCIES PROGRAM (“LGA,” or “Program”)** Agreement (“**Agreement**”) sets forth the terms governing your Products in the Program. The Agreement is effective as of the date Member places its first LGA Product order. This Agreement is entered into by and between Adobe and the organization identified in on-line enrollment to become a Member. “**Adobe**” shall mean Adobe Inc., a Delaware corporation having a place of business at 345 Park Avenue, San Jose, CA 95110-2704. Member shall license all software, services, and offerings available under the Program (collectively “**Product**”) to be installed and used within the United States (including United States territories and military bases wherever located) or Canada, as applicable, from Adobe. This Agreement is effective when Member’s partner places an order with Adobe under this Agreement.

#### 1. Program Description.

1.1 *General and Program Term.* The LGA Program is a flexible licensing program designed to allow Government Entities to manage and deploy Product licenses purchased through the Program. The LGA Program is a membership program based on an annual product renewal period as further defined in Section 3.4 of this Agreement. LGA is a special Adobe Buying Program just for large Government Entities that initially license at least 100 Products. Member is required to accept these LGA Terms online in order to gain access to the Admin Console. Once the organization accepts these terms and enrolls in a membership through the LGA online user interface, the organization will be a member of the Program (“**Member**”) until the earliest of when (i) Adobe terminates the Program, or (ii) this Agreement is terminated by either Adobe or Member. If Member is already an existing LGA Member, these terms supersede and replace Member’s prior LGA Agreement. This LGA Agreement governs all of Member’s LGA Products.

1.2 *Government Entity.* An LGA Member must be a Government Entity. Government Entity means: (a) a federal, central, or national agency, department, commission, board, office, council, entity, or authority (executive, legislative, or judicial); (b) a municipality, special district, city, county, state or provincial governmental agency, department, commission, board, office, council, entity, or authority, or any other agency in the executive, legislative, or judicial branch of state, provincial or local government that is created by the constitution or a statute of the governing state or province, including the district, regional, and state or provincial administrative offices; (c) a public agency or organization created and/or funded by federal, state, provincial or local governments and authorized to conduct the business of governing or supporting citizens, businesses, or other governmental entities; or (d) Canadian Crown corporations. For the avoidance of doubt, the following entities are not Government Entities: private “for profit” companies, non-profit organizations, trade or industry associations, higher education institutions, and labor unions, even those conducting work on behalf of or with government agencies, unless such entity has a specific letter of authorization from a U.S. Government Entity pursuant to FAR Part 51 or Canadian equivalent authorization. Member represents to Adobe that it is a Government Entity. Adobe reserves the right to terminate LGA memberships if Member is not a Government Entity.

1.3 *VIP Marketplace Program Guide.* Member’s participation is also subject to the terms of the VIP Marketplace Program Guide, which may be updated from time to time and is available at [www.adobe.com/go/vip\\_program\\_guide\\_en](http://www.adobe.com/go/vip_program_guide_en) (“**Program Guide**”). The Program Guide is hereby incorporated into the Agreement by reference. Adobe may change the terms of the Program at its sole discretion. References to Adobe’s VIP program in the Program Guide will include and apply to LGA unless there is a conflict in the LGA Program, in which case LGA terms will control.

1.4 *TOU.* The access and use of the Products is governed by the Adobe General Terms of Use available at <https://www.adobe.com/legal/terms.html> (the “**TOU**”). The TOU is hereby incorporated by reference. In the event of inconsistency between the terms of this Agreement and the terms of the TOU, the terms of this Agreement shall control.

1.5 *LGA Program Products.* LGA is designed to offer Adobe’s enterprise Products to Government Entities. Adobe non-enterprise Products may be available in the Admin Console, however, LGA Members may not order or use such Products. For a complete list of Products available through the LGA Program, Member may contact its Account Manager. All Products purchased through the Program are solely for use within Member’s own organization and all re-sale, sublicensing, and other distribution is prohibited except as set forth in Section 4.1

and/or the Program Guide, if applicable. Most Products are Subscription Products, however, certain offerings may be available for license by purchasing Consumables or Term Licenses, as described in the Offering section of the Program Guide.

## **2. Participation.**

**2.1 Adobe ID and VIP ID.** An Adobe ID will be required by Member's initial administrator in order to enroll in the Program. In the event of inconsistency between the terms of this Agreement and the terms required when signing up for an Adobe ID, such inconsistency will be resolved in favor of this LGA Agreement. Upon completion of the LGA enrollment process, each Agreement will be assigned a VIP ID which must be referenced on all LGA orders. Member is responsible for acts or omissions of anyone who obtains access to and use of the Products through Member. Member must deploy type 2 or type 3 IDs. For more information see [https://www.adobe.com/go/setup\\_identity](https://www.adobe.com/go/setup_identity).

**2.2 Admin Console.** The Program administration user interface is the "Admin Console." The individual initially accepting the online LGA Terms on behalf of Member will be assigned as the Contract Owner and such individual is authorized by Member to accept such terms. The Contract Owner can add system administrator(s) (each an "Administrator"). The Contract Owner and any Administrator will be provided access to the Admin Console where they will have the ability to access the Product, manage their licenses, and view their account information. The Admin Console will allow the Administrator to invite additional users within their organization to gain access to the Admin Console. Member authorizes any Administrator or Contract Owner to act on Member's behalf, including accepting the terms of the Agreement.

**2.3 Confidentiality.** Member shall treat VIP ID as confidential and proprietary information, subject to any freedom of information laws and regulations or other laws requiring the protection of contractor confidential information and thus not share or disclose such information.

## **3. Ordering, Pricing, and Fulfillment.**

**3.1 Ordering; Pricing; LGA Level.** Member shall place Product orders with their Account Manager within seven days after the Purchase Authorization Date, with payment being calculated from the Purchase Authorization Date. Purchase Authorization Date means the date the Purchase Authorization is created, or if no Purchase Authorization is created, then the date of order. Account Manager means either (i) Reseller, if a transaction is through a reseller, or (ii) Adobe representative, if a transaction is direct with Adobe. Adobe cannot guarantee any particular discount, unless Adobe is Member's Account Manager. Member's initial LGA level is based on the number of initial licenses Member purchases. Member's order will fail if Member does not purchase the minimum number of licenses required for Member's LGA level within 15 days after Member's initial order or Anniversary Date. Subsequent year LGA levels will be set as described for Select levels in the VIP Marketplace Program Guide. LGA Members may not participate in the VIP Marketplace three-year commit amendment. A VIP Marketplace three-year commit amendment applies only for the standard Adobe VIP Marketplace Program, and any acceptance of the standard VIP Marketplace three-year commit is void for an LGA customer.

**3.2 Access and Admin Console.** Upon becoming a Member, Member's Administrator will be provided access to the available Products, through the Admin Console. Member will have seven days from the Purchase Authorization Date to place a corresponding order. A Purchase Authorization may be created when Member adds Products through the Admin Console.

**3.3 Over-deployment.** If the number of Products ordered is less than the actual number of Products deployed after the seven-day period referenced in Section 3.2, then Member will no longer be able to deploy additional Products until payment is made for all outstanding deployments. Member may manage the number of Products deployed in the Admin Console.

## **3.4 Agreement Anniversary Date, License Term, and Renewals.**

**3.4.1 Anniversary Date.** The Anniversary Date means the date by which licenses must be renewed. Member's Anniversary Date is the day 12 months after either Adobe accepts Member's initial order or, if earlier, Member's initial Purchase Authorization Date. See Program Guide for additional license term options.

**3.4.2 License Term.** The License Term means the period that a Member may use Products and includes the initial License Term and any renewal License Terms. The initial License Term means the period that begins on Member's first Purchase Authorization Date and ends the day prior to the Anniversary Date. If Member renews, then a renewal License Term will begin on the Anniversary Date and continue until the day prior to the next Anniversary

Date. Use of Products and any related services co-terminates on the last day of the License Term. Most Consumables must be used within a single License Term, and any such unused Consumables will expire on the last day of the License Term. Additional information may be found in the Program Guide.

**3.4.3 License Renewals.** Adobe will use reasonable efforts, including by email, to notify Member, approximately 30 days prior to any License Term end date. Member must renew licenses prior to the Anniversary Date in order to ensure uninterrupted use of Product. Renewal orders may be placed before the Anniversary Date; however, early renewal does not change the Anniversary Date.

**3.5 Upgrade Protection.** Purchase of the subscription Product(s) includes upgrade entitlement, meaning Member will be entitled to receive the latest generally available version of a subscription Product purchased under the Program as long as the Product license is paid and active at the time Adobe makes the new version of the subscription Product commercially available. In contrast, Term Licenses do not include Product updates or upgrades.

**3.6 Returns.** Without limiting any rights that a Member may have under any applicable procurement laws or regulations governing government contracts with Member, once a Product is installed or accessed, Member cannot return it. If Member requests a return prior to installation, Member must return the entire order. Member must request the return of Products purchased under the Agreement through Member's Account Manager. Subject to any applicable warranty rights, return requests must be made to Member's Account Manager within 14 days after Member's original Product order date. Adobe must approve all return requests before any return is valid, as further described in the Program Guide. Also, if Member does not purchase the required number of licenses for Member's LGA level within 15 days after Member's initial order or Anniversary Date, as applicable, then Adobe may return any licenses.

#### **4. Miscellaneous.**

**4.1 Transfer of License.** The TOU does not govern restrictions regarding the transfer of Products licensed under or in connection with this Agreement. In limited circumstances, Adobe may permit the transfer of Product licenses under this Agreement in its sole and exclusive discretion. Such requests should be directed to Adobe Customer Service including a description of the reason for the proposed transfer and the contact information of the transferee. Additional information may be found in the Program Guide. For clarity, all offerings are licensed, not sold.

**4.2 License Compliance.** Member must maintain systems and/or procedures sufficient to ensure an accurate record of the number of copies of the Products that have been installed and/or deployed and retain records of Product installation and/or deployment for two years after the termination of the Agreement. Adobe and/or its representatives may conduct an audit of Member's Product installation/deployment not more than once per year on 30 days written notice, subject to facility access requirements as set forth by Member. Such audit will require Member to provide an unedited, accurate report of all Products installed/deployed and accessed by Member and all valid purchase documentation for all Products within 30 days after request. If the audit findings demonstrate non-conformity with the Product licenses, Member shall either purchase the necessary licenses within 30 days after being so notified or immediately discontinue usage and compensate Adobe for fair usage of such licenses in accordance with applicable government contract law and regulation. This Section 4.2 shall survive termination of the Agreement for a period of two years.

**4.3 Use of Information.** Adobe may use information about Member, including name and contact information, for fulfilling obligations under the Agreement, as set out in the TOU. For more information, please see the Adobe Privacy Center ([adobe.com/privacy](https://adobe.com/privacy)).

**4.4 Standing.** The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. If Member is an entity of the United States Federal Government, Member agrees that Adobe shall have standing and the right to assert any breach of contract claim arising out of this Agreement under the Contracts Disputes Act of 1978 ("Disputes Act").

**4.5 General.** The parties are independent contracting entities, and this Agreement will not be construed to imply that either party is the agent or venturer of the other. Subject to applicable law and regulation, Member may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Adobe and any

prohibited assignment is null and void. Subject to applicable law and regulation, Adobe may assign or novate this Agreement. This Agreement will be binding upon and will inure to the benefit of any permitted successors or assignees. No modification will be valid or binding unless in writing. This Agreement (including the Program Guide, applicable TOUs, and any on-line enrollment information, if applicable) represents the entire agreement between the parties on the subject matter of this Agreement. If any provision of this Agreement is held unenforceable, the remainder of the Agreement will continue in full force and effect. This Agreement is prepared and is executed in the English language only. The English language version shall be controlling in all respects, and any version of this Agreement in any other language shall not be binding and shall have no effect. Without limiting the foregoing, if there is any conflict or inconsistency between the English language version of this Agreement and any other translated version of this Agreement, the English language version and interpretation shall prevail. All communications or notices to be made or given pursuant to this Agreement and any disputes arising under this Agreement shall be conducted or resolved in the English language.

**4.6 Services.** The Product may integrate with a variety of services, operated either by Adobe or by third parties, which may contain user-generated content that may be (a) inappropriate for minors, (b) illegal in some countries; or (c) inappropriate for viewing at work. A complete list of integrated services is available here: [www.adobe.com/go/integratedservices](http://www.adobe.com/go/integratedservices). If Member wants to prevent viewing of or access to user-generated content services it may (i) disable service access in the Creative Cloud Packager, where that functionality is made available, or (ii) block access to the services via its network firewall. Services are not, under any circumstances, available to users under the age of 13. Adobe disclaims liability for all user-generated content available via the services. Member is responsible for determining whether use of the services complies with applicable laws in Member's jurisdiction. Member is not entitled to a refund and Adobe is not liable (i) if access to the Products is slowed or blocked as a result of government or service provider action, or (ii) if Adobe reasonably deems it necessary to block access to some or all of the services.

## **5. Additional Terms for LGA**

**5.1** For United States Federal Government Members, it is understood that any orders are subject to FAR 52.232-18 (Availability of Funds) and FAR 52.232-19 (Availability of Funds for the Next Fiscal Year) and therefore United States Federal Government Members shall not deploy any Product unless funds are available to pay for such orders. To the extent any state or local government entity is subject to similar requirements, such entities shall not deploy any Product unless funds are available to pay for such orders.

**5.2 Termination.** This Agreement may be terminated by a United States federal government Member pursuant to the applicable procedures under FAR part 49 and applicable procedures under FAR 52.212-4, FAR 52.249-1 (Termination for Convenience of the Government). This Agreement may be terminated for convenience by a Canadian federal government Member only to the extent such right is required by law. If the Member materially breaches one of the following: (a) reverse engineers, decompiles, disassembles, or otherwise attempts to discover the source code of the software, (b) unbundles the constituent component parts of the software, or (c) provides use of the software in a computer service business, third party outsourcing facility or service, service bureau arrangement, or time sharing basis, the relevant law and regulations regarding government breach shall apply and Adobe may immediately terminate this Agreement, upon written notice. If this Agreement terminates, then Member's organization shall immediately cease use of the Products, delete the Products from all computer systems and IT equipment on which it resides, and return to Member's Account Manager any media containing the Products as well as any related materials. By written notice, Adobe may terminate this Agreement effective on Member's next Anniversary Date.

**5.3 Federal Government Members.** Notice to U.S. Federal Government End Users (Commercial Products and Services): The Products provided under this Agreement are "Commercial Product(s) or Commercial Service(s)" as those terms are defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," and services related thereto, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through §227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Federal Government End Users (a) only as Commercial Products and Services and (b) with only those rights as are granted to all other end

users pursuant to the terms and conditions of this Agreement and the TOUs. Unpublished rights are reserved under the laws of the United States- Adobe Inc., 345 Park Avenue, San Jose, CA 95110-2704, USA.

5.4 LGA TOU amendments. The following clauses in the TOU are revised as follows:

5.4.1 TOU Section 1.1— For US and Canadian Federal Government Entity Members, this Agreement is governed by the laws of the United States and Canada, respectively. For US and Canadian state, provincial and local Government Entity Members, this Agreement is governed by the laws of the state or province in which your Government Entity is domiciled, except concerning conflicts of laws.

5.4.2 TOU Section 1.3 - For New York State and Local Government Entity Members purchasing under the New York Office of General Services Information Technology Umbrella Contract, which can be found at <https://online.ogs.ny.gov/purchase/snt/awardnotes/7360022802can.HTM>, the language contained in Section 1.3 TOU of this Agreement is deleted and replaced with the following: “Any orders for Adobe Products and Services issued through the VIP Program for Large Government Agencies pursuant to the State of New York Office of General Services Information Technology Umbrella Contract Manufacturer based Agreement, Group 73600 – Award 22802, Adobe Agreement Number 00912334 (“IT Umbrella Contract”) will be governed by the terms of the IT Umbrella Contract and the terms of the IT Umbrella Contract will control in the event of a conflict with Adobe’s Terms of Use, which are available at <https://www.adobe.com/legal/terms.html>, except as set forth in the IT Umbrella Contract Variances Exhibit to this Agreement, which can be found at [https://www.adobe.com/content/dam/cc/en/legal/servicetou/Exhibit-AdobeVariancesforNewYork\\_OGSContract\\_20240425.pdf](https://www.adobe.com/content/dam/cc/en/legal/servicetou/Exhibit-AdobeVariancesforNewYork_OGSContract_20240425.pdf).”

5.4.3 TOU Section 8.2 (Indemnification) shall begin with “To the extent permitted by applicable law,”

5.4.4 TOU Section 14.1 (Notice of Claim and Required Information Dispute Resolution Process)—the third sentence regarding arbitration is deleted.

5.4.5 TOU Section 14.3 (Arbitration Rules) is deleted.

5.5 Adobe is not entering into a direct purchasing relationship with Member for the Products. 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).

5.6 Adobe will provide support services for the Products as described at [http://www.adobe.com/go/supportpolicies\\_terms](http://www.adobe.com/go/supportpolicies_terms).

5.7 By placing an order with Reseller for Products through LGA, Customer will be deemed to have accepted the terms of this LGA Agreement.