

Pricing Proposal Quotation #:

Created On: 4/26/2022 Valid Until: 4/30/2022

Williamson County

Tammy McCulley

710 S Main Street Ste #301 Georgetown, TX 78626 United States

Phone: (512) 943-1100

Fax:

Email: tmcculley@wilco.org

Inside Account Manager

Lauren Allen

290 Davidson Ave Somerset, NJ 08873 Phone: 732-868-6210

Fax:

Email: lauren_allen@shi.com

Click here to order this quote

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
Adobe Sign for enterprise Subscription Adobe - Part#: 65315738 Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105 Coverage Term: 10/22/2022 – 10/21/2023 Note: 10,000 trans	1	\$16,945.00	\$16,945.00
Adobe Acrobat Pro Enterprise Term License - Per User - 12 Months Adobe - Part#: 65286686 Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105 Coverage Term: 10/22/2022 – 10/21/2023	850	\$81.00	\$68,850.00
Adobe Creative Cloud Enterprise Term License - Per User - 12 Months Adobe - Part#: 65274430 Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105 Coverage Term: 10/22/2022 – 10/21/2023 Note: CC All Apps	12	\$783.75	\$9,405.00
Adobe Creative Cloud Single App Enterprise Term License - Per User - 12 Months Adobe - Part#: 65300291 Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105 Coverage Term: 10/22/2022 – 10/21/2023 Note: CC Single App	30	\$378.25	\$11,347.50
		Total	\$106,547.50

Additional Comments

Please Note: Adobe has a zero returns policy.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

ATTACHMENT A

CUSTOMER LICENSING TERMS

WILLIAMSON COUNTY, TEXAS ("Customer") will be placing an order through a reseller awarded the relevant contract ("Reseller") for the purchase of the following Adobe On-demand Services, Managed Services, and/or On-premise Software (collectively, "Products and Services").

Products and Services Details

Adobe On-demand Services

Support Services are described at: https://helpx.adobe.com/support/programs/support-policies-terms-conditions.html

Base Year:

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	License Term Start Date	License Term End Date
01	65315738	Adobe Sign for enterprise Subscription	Advance Annually - In	1.00	Each Subscription Per Year	22 October 2022	21 October 2023

Option Year One:

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	License Term Start Date	License Term End Date
02	65315738	Adobe Sign for enterprise Subscription	Advance Annually - In	1.00	Each Subscription Per Year	22 October 2023	21 October 2024

Option Year Two:

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	License Term Start Date	License Term End Date
03	65315738	Adobe Sign for enterprise Subscription	Advance Annually - In	1.00	Each Subscription Per Year	22 October 2024	21 October 2025

01 Adobe Sign for enterprise Subscription:

The initial License Term for the Adobe Sign for Enterprise Subscription extends for twelve months ("Base Year") and may be renewed for up to two successive one-year terms (each, an "Option Year") for the fees set forth in the Products and Services Pricing Detail. Customer may exercise an option to renew the License Term by submitting a purchase order to Adobe at least thirty days prior to the expiration of the then current License Term in the amount set forth in the Products and Services Pricing Details. During the Base Year, and in each Option Year if exercised, Customer may process up to 10,000 Transactions ("Subscription Limit"), which represents the fair use limitation of Transactions for the subscription level purchased. Transactions are aggregated amongst all of Customer's licensed Users. Customer is not authorized to process any Transactions in excess of the Subscription Limit, without Adobe's prior approval. In the event that Customer processes Transactions beyond the Subscription Limit, Customer will not be entitled to exercise any subsequent Option Years for the fees set forth in the Products and Services Pricing Detail. Instead, Customer and Adobe must mutually agree on a revised fee structure. The dates set forth in the Table represent the best estimates of the License Term Start Date and License Term End Date, but Adobe will adjust such dates based on the actual delivery date of login credentials to access the Products and Services.

02 Adobe Sign for enterprise Subscription:

The initial License Term for the Adobe Sign for Enterprise Subscription extends for twelve months ("Base Year") and may be renewed for up to two successive one-year terms (each, an "Option Year") for the fees set forth in the Products and Services Pricing Detail. Customer may exercise an option to renew the License Term by submitting a purchase order to Adobe at least thirty days prior to the expiration of the then current License Term in the amount set forth in the Products and Services Pricing Details. During the Base Year, and in each Option Year if exercised, Customer may process up to 10,000 Transactions ("Subscription Limit"), which represents the fair use limitation of Transactions for the subscription level purchased. Transactions are aggregated amongst all of Customer's licensed Users. Customer is not authorized to process any Transactions in excess of the Subscription Limit, without Adobe's prior approval. In the event that Customer processes Transactions beyond the Subscription Limit, Customer will not be entitled to exercise any subsequent Option Years for the fees set forth in the Products and Services Pricing Detail. Instead, Customer and Adobe must mutually agree on a revised fee structure. The dates set forth in the Table represent the best estimates of the License Term Start Date and License Term End Date, but Adobe will adjust such dates based on the actual delivery date of login credentials to access the Products and Services.

03 Adobe Sign for enterprise Subscription:

The initial License Term for the Adobe Sign for Enterprise Subscription extends for twelve months ("Base Year") and may be renewed for up to two successive one-year terms (each, an "Option Year") for the fees set forth in the Products and Services Pricing Detail. Customer may exercise an option to renew the License Term by submitting a purchase order to Adobe at least thirty days prior to the expiration of the then current License Term in the amount set forth in the Products and Services Pricing Details. During the Base Year, and in each Option Year if exercised, Customer may process up to 10,000 Transactions ("Subscription Limit"), which represents the fair use limitation of Transactions for the subscription level purchased. Transactions are aggregated amongst all of

Customer's licensed Users. Customer is not authorized to process any Transactions in excess of the Subscription Limit, without Adobe's prior approval. In the event that Customer processes Transactions beyond the Subscription Limit, Customer will not be entitled to exercise any subsequent Option Years for the fees set forth in the Products and Services Pricing Detail. Instead, Customer and Adobe must mutually agree on a revised fee structure. The dates set forth in the Table represent the best estimates of the License Term Start Date and License Term End Date, but Adobe will adjust such dates based on the actual delivery date of login credentials to access the Products and Services.

Creative Cloud, Document Cloud and Software

The License Term of the Products and Services and any applicable Support commences on the later of Products and Services delivery or the identified start date. The end date of the License Term of the Products and Services and any applicable Support is the later of the amount of months comprising the identified License Term or the identified end date. The dates below only represent best estimates of the start and end dates of the License Term. "Support" services for the Products and Services are described at https://helpx.adobe.com/support/programs/support-policies-terms-conditions.html.

Base Year:

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	License Term Start Date	License Term End Date
04	65286686	Acrobat Pro DC	Advance Annually - In	850.00	Each USER Per Year	22 October 2022	21 October 2023
05	65274430	All Apps	Advance Annually - In	12.00	Each USER Per Year	22 October 2022	21 October 2023
06	65300291	Single App	Advance Annually - In	30.00	Each USER Per Year	22 October 2022	21 October 2023

Option Year One:

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	License Term Start Date	License Term End Date
07	65286686	Acrobat Pro DC	Advance Annually - In	850.00	Each USER Per Year	22 October 2023	21 October 2024
08	65274430	All Apps	Advance Annually - In	12.00	Each USER Per Year	22 October 2023	21 October 2024
09	65300291	Single App	Advance Annually - In	30.00	Each USER Per Year	22 October 2023	21 October 2024

Option Year Two:

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	License Term Start Date	License Term End Date
10	65286686	Acrobat Pro DC	Advance Annually - In	850.00	Each USER Per Year	22 October 2024	21 October 2025
11	65274430	All Apps	Advance Annually - In	12.00	Each USER Per Year	22 October 2024	21 October 2025
12	65300291	Single App	Advance Annually - In	30.00	Each USER Per Year	22 October 2024	21 October 2025

04 Acrobat Pro DC

This product has both On-premise Software and access to On-demand Services.

05 All Apps:

This product includes all Creative Cloud On-premise Software, Acrobat Pro, and access to all Creative Cloud On-demand Services.

06 Single App:

This product (1) is Creative Cloud On-premise Software and includes access to Creative Cloud On-demand Services; and (2) provides Customer access to all individual Creative Cloud On-premise Software applications (each, a "Single App") at the specified End User Unit Price set forth in this Sales Order. Single Apps available as of the Effective Date are listed here: https://helpx.adobe.com/enterprise/kb/single-app-products-list.html . Customer may deploy or provide direct access to Users any mix of these Single Apps, and each Single App deployed to or accessed by a User will count as one Single App license. Each Single App must be deployed to one User for a minimum of one calendar month. For example, regardless of when in the calendar month a Single App was deployed to a User, such Single App must remain deployed to such User until at least the same date the following calendar month. For example, if a Single App is deployed to User A on January 15, then such Single App must be deployed to User A until at least February 15. If a Single App is deployed on the 29th, 30th, or 31st day of a particular calendar month and the following calendar month does not have a 29th, 30th, or 31st day, respectively, then the one-month term of deployment for such Single App will end on the 1st of the month that lands at least 4 weeks after such Single App was deployed. For example, if a Single App is deployed to User B on May 31, then the one-month deployment term will end on July 1 because the month of June only has 30 days.

07 Acrobat Pro DC:

This product has both On-premise Software and access to On-demand Services.

08 All Apps

This product includes all Creative Cloud On-premise Software, Acrobat Pro, and access to all Creative Cloud On-demand Services.

09 Single App:

This product (1) is Creative Cloud On-premise Software and includes access to Creative Cloud On-demand Services; and (2) provides Customer access to all individual Creative Cloud On-premise Software applications (each, a "Single App") at the specified End User Unit Price set forth in this Sales Order. Single Apps available as of the Effective Date are listed here: https://helpx.adobe.com/enterprise/kb/single-app-products-list.html . Customer may deploy or provide direct access to Users any mix of these Single Apps, and each Single App deployed to or accessed by a User will count as one Single App license. Each Single App must be deployed to one User for a minimum of one calendar month. For example, regardless of when in the calendar month a Single App was deployed to a User, such Single App must remain deployed to such User until at least the same date the following calendar month. For example, if a Single App is deployed to User A on January 15, then such Single App must be deployed to User A until at least February 15. If a Single App is deployed on the 29th, 30th, or 31st day of a particular calendar month and the following calendar month does not have a 29th, 30th, or 31st day, respectively, then the one-month term of deployment for such Single App will end on the 1st of the month that lands at least 4 weeks after such Single App was deployed. For example, if a Single App is deployed to User B on May 31, then the one-month deployment term will end on July 1 because the month of June only has 30 days.

- 10 Acrobat Pro DC:
 - This product has both On-premise Software and access to On-demand Services.
- 11 All Apps:

This product includes all Creative Cloud On-premise Software, Acrobat Pro, and access to all Creative Cloud On-demand Services.

12 Single App:

This product (1) is Creative Cloud On-premise Software and includes access to Creative Cloud On-demand Services; and (2) provides Customer access to all individual Creative Cloud On-premise Software applications (each, a "Single App") at the specified End User Unit Price set forth in this Sales Order. Single Apps available as of the Effective Date are listed here: https://helpx.adobe.com/enterprise/kb/single-app-products-list.html . Customer may deploy or provide direct access to Users any mix of these Single Apps, and each Single App deployed to or accessed by a User will count as one Single App license. Each Single App must be deployed to one User for a minimum of one calendar month. For example, regardless of when in the calendar month a Single App was deployed to a User, such Single App must remain deployed to such User until at least the same date the following calendar month. For example, if a Single App is deployed to User A on January 15, then such Single App must be deployed to User A until at least February 15. If a Single App is deployed on the 29th, 30th, or 31st day of a particular calendar month and the following calendar month does not have a 29th, 30th, or 31st day, respectively, then the one-month term of deployment for such Single App will end on the 1st of the month that lands at least 4 weeks after such Single App was deployed. For example, if a Single App is deployed to User B on May 31, then the one-month deployment term will end on July 1 because the month of June only has 30 days.

Terms and Conditions:

- 1. All use of the Products and Services specified above will be governed by the terms of these Customer Licensing Terms, and the version of the Adobe Enterprise Licensing Terms in effect 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) these Customer Licensing Terms; (ii) the applicable PSLT(s); and (iii) the General Terms. Capitalized terms used in these Customer Licensing Terms have the meanings set out in applicable modules of the Adobe Enterprise Licensing Terms, unless otherwise specified.
- 2. 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).
- 3. 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. If an individual ceases to be an employee or contractor of Customer during the term of a license or no longer needs to use a Product or Service, and Customer de-installs the Product or Service from the Computer of that employee or contractor, a different employee or contractor may then use a new ID and password without being deemed an additional User.
- 4. For those Products and Services that are licensed for a specific quantity, Customer must submit monthly reports of 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, along with a corresponding order, must be provided by Customer to Reseller on a monthly basis and must reflect deployments made on specified dates during the preceding monthly period.
- 5. Adobe will provide support services for the Products and Services as described at https://helpx.adobe.com/support/programs/support-policies-terms-conditions.html.
- 6. The License Term for the Products and Services extends for twelve months ("Base Year") and may be renewed for up to two successive one year terms (each, an "Option Year") for the fees set forth in the Products and Services Pricing Detail by providing Reseller 30 days prior written notice, provided that 1) the quantity of any identified licenses does not decrease and 2) if the license is for an Adobe Sign Subscription, that Customer does not process Transactions beyond the Subscription Limit during the preceding Base Year or Option Year. Any renewal of the License Term or exercise of an Option Year must reflect the quantities set forth herein. Unless the license is for an Adobe Sign Subscription, the Option Year must also include any excess quantities that were added on and/or trued up during the entire License Term and any exercised Option Years. If Customer desires to renew the License Term or exercise an Option Year with a reduction of the quantities described above, then Customer and Reseller must enter into an addendum to their agreement, which may reflect revised unit pricing.
- 7. Customer acknowledges and agrees that it may not assign or otherwise transfer licenses to the Products and Services to any other government or other entity without Adobe's prior written approval.
- 8. By placing an order with Reseller for the Products and Services, Customer will be deemed to have accepted these Customer Licensing Terms and the applicable Adobe Enterprise Licensing Terms. Customer must also attach a copy of these Customer Licensing Terms to its corresponding purchase order to Reseller.