



Adobe® Volume Licensing

Enterprise Agreement

Program Guide

Version 6.0

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Adobe Enterprise Agreement (EA) Summary

The Adobe Enterprise Agreement (EA) is a three-year volume licensing program that makes it easy to standardize on Adobe products widely across organizations. The EA program offers select products and benefits that:

- Enable standardization across large organizations
- Provide the best pricing available on volume purchases
- Reduce management, deployment and purchasing costs
- Enable organizations to stay current with access to the latest software versions available

To qualify for EA, a minimum purchase of licenses and Enterprise Maintenance and Support (M&S) is required for the 3-year term of the agreement. In addition, customers must agree to the terms and conditions online, or sign up through a paper based-agreement.

Definition	Standardize <ol style="list-style-type: none">1. Everyone at the same organization who is completing the same task --such as creating a PDF--is using the same tool (such as Acrobat).2. All users of a given product are using the same version across an organization.
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EA Discount Levels & Tiers

One of the benefits of the EA Program is that customers will have access to the products covered by their EA at a predictable price for the entire three-year term. At the time of enrollment, the customer's EA Discount Level and Discount Tier will be established and will remain in effect for the duration of the EA term. Adobe will offer the same pricing on products covered under the EA to the EA Reseller for the three-year term.

Discount Level

The Enterprise Agreement utilizes two different criteria to establish a price level for each customer. The first criterion is the customer's current CLP Discount Level. If the customer has an active CLP membership, then the EA Discount Level will be the same as the customer's current CLP Discount Level. If the customer has no CLP, then the customer will enter EA at Discount Level 1.

Discount Tier

The second criteria for determining EA discount is the Discount Tier. There are seven discount tiers within each level, so that depending on the number of units of M&S purchased with the initial order, customers can achieve a deeper level of discount within that tier.

Enterprise-wide coverage

In addition to the standard Discount Levels, (1-4 for commercial customers and levels 1 & 2 for government) there is an additional Enterprise-wide Discount Level which offers additional discounts on some products for organizations that choose to cover 100% of the computers with licenses and M&S under the EA.

WORLDWIDE COMMERCIAL CUSTOMERS																				
Customer Type: Commercial entity	As defined in the Enterprise Agreement terms and conditions.																			
Basis of EA	<p>Current Cumulative License Program (CLP) Discount Level determines EA Discount Level. If no active CLP, customers have EA Discount Level 1.</p> <p>Total number of units of M&S on initial order determines Discount Tier</p>																			
<table><tr><th>Discount Level</th><th>Discount Tier</th><th>Minimum Number of M&S Units</th></tr><tr><td rowspan="7">1 2 3 4 Enterprise Wide Level (100% coverage)</td><td>1</td><td>100</td></tr><tr><td>2</td><td>250</td></tr><tr><td>3</td><td>500</td></tr><tr><td>4</td><td>750</td></tr><tr><td>5</td><td>1,000</td></tr><tr><td>6</td><td>1,500</td></tr><tr><td>7</td><td>2,000+</td></tr></table>			Discount Level	Discount Tier	Minimum Number of M&S Units	1 2 3 4 Enterprise Wide Level (100% coverage)	1	100	2	250	3	500	4	750	5	1,000	6	1,500	7	2,000+
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	3	500																		
	4	750																		
	5	1,000																		
	6	1,500																		
	7	2,000+																		
Agreement Term	Three (3) years, between Customer and Adobe																			

Annual True-up	Annually on each anniversary
License Type	Perpetual license with 3 years Maintenance & Support

WORLDWIDE GOVERNMENT CUSTOMERS

Member Type: Government entity	As defined in the Enterprise Agreement terms and conditions.																			
Basis of EA	<p>Current Cumulative License Program (CLP) Discount Level determines EA Discount Level. If no active CLP, customers have EA Discount Level 1.</p> <p>Total number of units of M&S on initial order determines Discount Tier.</p>																			
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Eligibility

New or renewing EA customers agree to the terms and conditions and enroll online in the EA program with Adobe. When approved, the customer receives an Enterprise Agreement (EA) Number online at the time of submission, and via email from Adobe.

To qualify for a new EA, customers must meet both of the following criteria:

1. Order a minimum of 100 units of a combination of new, upsell¹ or upgrade licenses that are offered under the EA program.
2. Order M&S for all existing licenses and new licenses being purchased under the EA for the full three-year term. Existing licenses must be the current version and includes licenses purchased through any volume licensing program or retail version. The M&S order must meet the minimum required for the EA program. M&S shall be purchased on an annual basis for all EA licenses throughout the EA term.

NOTE

All EA licenses must be at the then current shipping version prior to purchasing M&S. Upgrade licenses need to be purchased for all older version licenses of products covered under the EA at the commencement of the EA term.

If the customer has existing licenses for products covered in the EA, then these licenses need to be included in the EA by purchasing M&S for them for the term of the EA. For example: If a customer signs an EA for Acrobat XI Standard and they have existing Acrobat X and 9 Standard licenses that were purchased through CLP, then the customer would need to include these licenses in the EA and buy upgrades for those licenses and M&S for the term of the EA for all existing Acrobat Standard licenses.

Self-enrolled Affiliates under CLP

CLP Program Members who have Self-enrolled Affiliates participating in their CLP have the option of either listing the Self-enrolled Affiliates as part of their Enterprise on the EA enrollment form, (and will share the same serial numbers as the Customer) or having the Self-enrolled Affiliates enroll in their own EA.

¹ Upsell shall mean conversion of a lower edition license into a higher edition license of a product within the same EA product family (e.g. conversion of an Acrobat Standard license into an Acrobat Professional license);

Agreement term

The EA Term begins on the day that Adobe accepts the customer's agreement enrollment (known as the effective date) and will be active for 36 months (to the day) from that date.

Product availability

The following products are offered for purchase under the EA program.

- Acrobat Standard, Acrobat Professional
- Adobe Presenter

Once customers qualify for and enroll in EA, they may purchase any combination of eligible Adobe products on one EA agreement.

Enrollment

Customers may enroll in EA online at Adobe.com by completing the online enrollment form and clicking to accept the program terms and conditions. Customers wishing to sign a paper document can print a PDF of the online enrollment form and submit it with a signature.

License type

Perpetual license is the licensing option offered under EA. It allows customers to purchase a single license and grants the rights to use that license in perpetuity in accordance with the terms and conditions of the applicable EULA (End User License Agreement).

Designated ALC

EA participants have the option to designate an Adobe License Center (ALC) on the EA enrollment form. A Designated ALC is a reseller authorized by Adobe to offer the EA program for Commercial, and/or Government customers. (In this Program Guide the term "Reseller" is used to describe the entity from whom the customer orders Adobe software.)

By choosing a Designated ALC, the customer is authorizing Adobe to send the Designated ALC information pertaining to the customer, its agreement, and orders.

Changing Resellers

During the three-year EA term, the Customer has the option to work with whichever Reseller they choose. If a customer desires to change the Reseller from the time in which they enroll to the time of the initial order or between any True-up orders, then the customer must submit a Change of Reseller form to Adobe. This form may be obtained from a customer's current Reseller. Change of Reseller forms may not be submitted during the 90 days preceding the customer's anniversary date.

Adobe's Licensing Website

The Adobe Licensing Website (LWS) (<https://licensing.adobe.com/>) allows customers to access pertinent volume licensing information including: detailed purchase history, LWS account information, product serial numbers and agreement expiration dates.

New customers receive an email containing instructions on setting up their LWS account, which includes information on how to use their email address as the login, and how to set a password.

End User ID number

Adobe establishes an End User ID number for each EA customer. The same End User ID can be used for CLP purchases and EA purchases in order to track all volume licenses in one central place. Information about all orders for that customer can be found within the Adobe Licensing Website (<http://www.adobe.com/volume-licensing>) using the End User ID. This number is different from the customer's Enterprise Agreement Number, which is valid only during the three-year duration of the Enterprise Agreement. Customers retain the same End User ID even after an agreement expires and a new one begins.

Reports

Customers may run a Purchase History report that summarizes all orders reported to Adobe.

Customer Service

Adobe Customer Service provides support for Adobe Volume Licensing participants. Customers may call 1-800-833-6687 or go to <http://www.adobe.com/support/avl/>. Outside the U.S. and Canada, customers can visit their local AVL Customer Service page at Adobe.com

How to Order

EA customers work directly with a Reseller of their choosing to place orders for Adobe software and Maintenance & Support. During the term of an EA, the customer places a

total of four orders: an initial order and two subsequent True-up orders at each anniversary to cover additional licenses deployed throughout the year and for the following year M&S. Customers will also place one final order at the end of their term to cover any licenses that were deployed since the previous true-up order.

Initial Order

Within 30 days of receipt of the Enterprise Agreement Number, the customer must submit a purchase order for an initial order to their Reseller. This order must meet the minimum number of units selected during the enrollment process for the EA Discount Tier selected. The customer then receives an order confirmation email that includes directions for accessing serial numbers for the products ordered.

If this purchase order does not meet the minimum units for the selected Discount Tier, the order is not processed, serial numbers are not generated, and the order is returned for correction. If the customer does not correct and resubmit the order within 30 days, Adobe sends the customer and the Designated ALC, if chosen during enrollment, an email notice indicating the initial order has not been received. Adobe may suspend and/or terminate the Enterprise Agreement if the initial order is not met within 45 days.

Annual True-up

At each EA anniversary, EA customers are required to report any growth on their deployment of Adobe products covered under the EA, or in the case of Enterprise Wide based EAs, EA customers shall report any increase in the number of computers in the customer's Enterprise. EA customers are required to place a True-up order within 30 days of their anniversary date (before or after) to purchase additional licenses, if any, with M&S. Regardless of whether or not additional licenses need to be purchased, Customers must purchase M&S for all EA licenses, or computers in the case of Enterprise Wide based EAs, on each anniversary date for the upcoming year throughout the EA term.

Examples

1. ABC Company started an EA by purchasing 1,000 Acrobat Standard licenses and M&S. After one year, on the anniversary of their EA, ABC Company has grown and they are now using 1200 licenses of Acrobat Standard. In this case, ABC Company owes Adobe a "true-up" order for 200 licenses and M&S for 1,200 licenses for the forthcoming year to reflect the increased usage.
2. DEF Company started out their EA by purchasing 350 licenses of Acrobat Pro. After one year, on the anniversary of their EA, DEF still has 350 licenses of Acrobat Pro deployed. In this case, DEF Company needs only to purchase 350 units of M&S to cover year two of their EA.

To purchase anniversary M&S and/or True Up orders, Customers need to contact their Reseller.

No Substitution

On the annual True-up order, customers are required to purchase Maintenance and Support for the following year for the same licenses that were covered at the beginning of the agreement. Any additional licenses purchased must also be covered with M&S at the time of the annual true-up. Substitutions are not permitted.

For example:

ABC Company enrolled in EA and purchased 100 Acrobat Professional licenses. They also purchased 100 units of M&S for those licenses. At True-up time, ABC Company purchases 10 units of Presenter. ABC Company is required to purchase 100 units of M&S for Acrobat Professional and 10 units of M&S for Presenter, for a total of 110 M&S (not 90 for Acrobat and 10 for Presenter) on their True-up order.

CLP Point accrual

Customers are strongly encouraged to enroll in CLP prior to enrolling in EA. EA customers that have an active CLP prior to enrolling in EA will receive points towards their CLP for the initial EA purchase and with all annual true-up orders. For qualifying EA purchases that are entitled to receive CLP points, the EA point values shall be equivalent to the then-current CLP point values for those purchases.

License Certificates

Adobe provides a PDF certificate of each transaction that occurs. The certificate is automatically generated and posted to the customer's account in LWS. Certificate items include:

- Address
- Adobe End User ID
- Adobe Order Number
- Certificate ID
- Enterprise Agreement Number
- End User Name
- End User PO (purchase order)
- Licensing Program
- Products Licensed
- Quantity licensed
- Quantity returned, transferred, or upgraded
- Serial Numbers
- SKU Description
- SKU Number

- Stamp or other mark on certificate that indicates if the order is Returned, Upgraded, or Transferred
- Start and end dates for License (if applicable) & Maintenance & Support.
- Total Product Point Value.

NOTE

License certificates are for customer reference only and do not serve as valid documentation for compliance audits.

Media and documentation

Documentation is available online for most Adobe desktop products. Customers may order any software media or printed documentation that they require. Quantities must not exceed the number of licenses being ordered and/or owned.

NOTE

Media and printed documentation orders do not count toward minimum units or point value.

Electronic Software Delivery (ESD)

For EA customers, Adobe provides Electronic Software Delivery (ESD) for selected products via the Adobe Licensing Website (LWS) (<https://www.licensing.adobe.com>). Customers can only download products for which they currently have licenses, and some of the Adobe products may not be available through ESD. Adobe Customer Service can assist customers with ESD download issues.

Adobe provides the customer's Program Administrator, and any Deploy-to contacts listed on an order, with access to a secure ESD server.

The Program Administrator and the Deploy-to Contacts may grant additional users access to LWS with rights to use ESD, and may also transfer their administrative rights to a different contact within the organization.

NOTE

The number of downloads for each product is tracked on the download site and is available for customers to view on the ESD download screen.

Serial Numbers

Customers are issued one serial number for each specific product as defined by version, language, and platform except for products that come in both Macintosh® and Windows®

versions. For these products, customers receive serial numbers for both platforms, even when only one platform is licensed.

Customers use their respective serial numbers for all installations of a given product. Serial numbers do not change when Enterprise Agreements are renewed as long as the same End User ID is selected on the enrollment.

Customers can retrieve serial numbers by logging into LWS and following the online instructions.

Returns

Purchases made under an Enterprise Agreement may only be returned for one of the following reasons:

- The wrong product, language, platform, or quantity was delivered. (This could include Adobe shipping the item requested on the Reseller's purchase order, but this information not matching what the customer ordered.)
- The customer receives a duplicate shipment or duplicate billing (due to a duplicate purchase order from the Reseller).

Adobe must approve any request for returns. The customer must make the request for a return within 30 days of the original license order. The request must state the reason and provide proof of the original order date. An Adobe Letter of Destruction provided by the Reseller (if applicable) with an original authorized signature from the customer must be received in order to issue credit. In addition, the customer will also receive a confirmation one-way Letter of Destruction with every return.

If a return is approved, and the customer has an active CLP, the customer's CLP point totals will be adjusted in the next monthly cycle.

A customer cannot make a partial return of an order. Following are two return examples that would cause a return to move the EA to a lower level:

Example 1 - The return would place the customer in a lower Discount Tier. The request may be rejected until the customer amends its EA to the new Discount Tier.

Example 2 - The customer wishes to return 100% of its initial order and continue its EA membership. The request is approved only if it is accompanied by an order that meets the minimum initial point requirement for the customer's original Discount Level.

Enterprise Maintenance & Support

The Adobe Enterprise Agreement (EA) includes mandatory Enterprise Maintenance and Support Program (M&S). Customers are required to purchase M&S for all licenses/seats

for all products covered under the EA. The M&S Program provides customers with the latest versions of products licensed under the EA program (upgrades) along with expert technical support coverage at a 24*7 basis. Points are accumulated for the M&S Program purchases for CLP Members and the overall quantity of units of support contribute to the customer's EA Discount Tier.²Maintenance

The Maintenance component of M&S provides the customer with the right to receive any upgrades that Adobe makes generally available during the term of their M&S coverage.

Coverage begins on the effective date of the EA and ends on the expiration date of the EA (subject to payment of the appropriate M&S fees year-over-year).

NOTE

Customers may not order more units of M&S than the number of applicable EA licenses deployed in the customer's enterprise.

If Adobe discontinues an EA product for which a customer has ordered M&S, the customer shall not be entitled to a refund of the pre-paid M&S fees.

Enterprise Support Program

The support program included in Adobe EA, **Enterprise Support Program**, is a 24*7 unlimited incident support coverage directly delivered by Adobe Global Support Center of Excellence through multiple support channels.

The Support Program framework and features are designed to provide customers with responsive support coverage to address any technical or usage questions they may have in deploying, running and maintaining Adobe software (purchased under EA) in their environment or systems.

Framework and Features

- **Hours of Support Availability** - 24x7x365. Adobe support engineers are available to attend to the Enterprise Support around the clock.
- **Unlimited Number of Incidents** – EA customers can register as many support incidents as they wish to during the M&S term. Adobe defines an incident as an issue that focuses on one aspect of the product – e.g. use of a specific documented feature of the product or assistance with a specific problem or error message

² For United States government customers, this requirement is subject to fiscal funding requirements and termination rights as addressed in the Enrollment Form/Volume Licensing Enterprise Agreement.

- **Four (4) Authorized Support Contacts** - Under this Enterprise Support program, customers may select up to four individuals from their organization as Authorized Support Contacts to raise EA support cases to Adobe. Customers may change the Authorized Support Contacts at any time during the M&S term by providing Adobe with the updated information.
- **Target Response Time** - In order to serve customers most effectively, Adobe will assign a priority level and corresponding target response time based on the context of each EA support case. Target Response Time means the elapsed time from Adobe's receipt of a properly documented request for an EA support case from an Authorized Support Contact to Adobe's assignment of a support engineer to work such EA support case. Since the scope and complexity of the issues may vary, Adobe cannot guarantee resolution within specific time frames. However, Adobe will make an effort to resolve customer's EA support case as quickly as possible.

The Target Response Time during normal business hours are -

- **Priority 1:** 1 hour
- **Priority 2:** 2 hours
- **Priority 3:** 4 hours
- **Priority 4:** 1 business day

Issue Type (Severity)	Description
Priority 1 (Critical)	Extremely serious interruptions to a production system.
Priority 2 (Urgent)	Serious interruptions to normal operations, will negatively impact an enterprise-wide installation, urgent deadlines or at risk.
Priority 3 (Important)	Interruptions in normal operations.
Priority 4 (Minor)	Minimal/ no interruptions to normal operations.

Support Channels

- **Phone Support** - Upon commencement of the customer's EA, a designated phone number will be provided to all EA customers, which is directly managed by Adobe Global Support Center of Excellence.
- **Email Support** - Upon commencement of the customer's EA, an email alias will be provided to all EA customers, which is directly managed by Adobe Global Support Center of Excellence.
- **Web Support/Customer Support Portal** - Adobe will provide customers' chosen Authorized Support Contacts with credentials to be able to log on to Adobe Customer Support Portal. In this portal, customers can raise support cases, track progress and review services.

Service Scope

- **On-boarding Service** –To help EA customers quickly get started on the support program and to introduce them to the expertise and resources available, Adobe will set up an on-boarding session with EA customers within 30 days of the effective date of the customer’s EA. Adobe Global Support Center of Excellence will manage and deliver this introductory communication. Customers’ Authorized Support Contacts and Purchasing Managers will benefit from this session. The session may include but is not limited to the following -
 - Introduction to Adobe Global Support Center of Excellence
 - Enablement on Adobe Licensing Website
 - Walkthrough of License and Support Contracts
 - Sharing of Adobe best practices documentation available
 - Introduction to the channels for support
 - Q&A session
- **Deployment Planning Support** – The Enterprise Support Program aims at providing a responsive support during customers’ critical milestones. During new product deployment or upgrade, the Adobe Global Support Center of Excellence will provide remote support as a regular case EA support case.
- **Production Support** - Covers questions related to installation and configuration within the technical documentation provided with the product. Adobe will not provide support beyond the recommended technical details provided with the product. Adobe support engineers will offer tips, best practices and remote support on how to install and configure the product(s) based on customer’s needs.
- **Interoperability issues** – Support shall be provided for cases related to connections between Adobe’s products, between the product and the operating system, and between products and required technologies (databases, web servers, etc.). Support is limited to set up of the Adobe product and configuration between the products, but shall not extend to the configuration of any 3rd party technology (Support will ensure “connection” is working, but will not extend further).
- **Technical Problem Resolution** - Adobe EA customers can raise unlimited support cases for technical problems outlined within the technical documentation provided with the product. The scope includes diagnosing and troubleshooting incidents reported in EA support case. Adobe will work to find resolution or recommend alternative methods (workarounds) to ensure the business continuity of customers.
Resolution - Once an issue is accepted as being within the extent of technical

support, resolution of a technical support issue shall be defined as accomplishing any one of the following:

- Providing a reasonable solution to the issue
- Providing a reasonable work-around to the issue
- Determination by Adobe that the issue is an enhancement request and forwarding the request to Adobe Product Management
- Escalation by Adobe of the incident/product defect to Adobe Engineering for review

Workarounds - When a problem is reported, the primary objective is to find a satisfactory solution as soon as possible. The first step is to determine whether there are certain coding techniques or workarounds that meet with customer's business requirements. A workaround provides a temporary solution that will allow the customer to complete a task that would not have been otherwise possible due to the initial problem or limitation of the software.

- **How to Support on Product features** – Adobe will offer support for documented features within Adobe products to help customers get the most out of the products. It must be specific to a product feature, and doesn't extend to questions on concept or process.
- **Patches and Hot Fixes** - During software program usage, issues may arise that are unique to certain operating environments. Additionally, old software can have compatibility issues with new systems or new software may be incompatible with old systems. From time to time Adobe may release a patch or hot fix to address such issues. EA customers are entitled to receive these patches and hot fixes.
- **Remote Diagnostics/ Support** - Using Adobe Acrobat Connect Professional software, customers can give temporary control of their desktop to Adobe support consultants for quick and efficient troubleshooting and problem resolution.

NOTE

Customers will only get support coverage for the licenses under EA. For support coverage on products purchased under CLP, customer may purchase Gold Support program separately.

Payment Options

Customers must pay the M&S fee in three annual installments; at the start of the agreement to cover year 1, on the first anniversary to cover year two, and on the second anniversary to cover year three.

Enterprise Maintenance and Support Renewals

Adobe will notify customers at least 60 days prior to the expiration date of current agreement to assist them with the renewal process. If customers wish to discuss any component of their M&S renewal, they can contact one of our renewal representatives or Adobe partner.

Service Enhancement Options

These options can be purchased as add-ons to a customer's current support program, to tailor support coverage to the business needs:

- **Additional Authorized Support Contacts** – Additional Authorized Support Contacts can be purchased and can be added at any time during the M&S term.
- **Enterprise Advantage Support** - In addition to Enterprise Support, EA offers customers the opportunity to enhance Support with a personalized support program: Enterprise Advantage Support. This program facilitates the highest level of support expertise and responsiveness through designated Adobe support specialists. The Enterprise Advantage Support Program is a purchasable option as an enhancement to the Enterprise Support Program.

The service enhancement and benefits of Enterprise Advantage Support includes -

- Personalized support tailored to a customer's specific needs — All support cases and escalations are directly handled by a designated support team of specialists who understand a customer's unique IT environment, infrastructure, and business priorities.
- Accelerated support — the program gives direct access to in-region/onshore designated Adobe specialists on a 24x7 basis
- Highest level of responsiveness — Enhanced target response time for critical business issues - 30 minutes for P1 cases and 1 hour for P2 cases
- Service reviews — Quarterly service reviews facilitated by Adobe for continual improvement.
- Three (3) additional Authorized Support Contacts — the program gives customers the opportunity to select three additional individuals as Authorized Support Contacts who can raise EA support cases to Adobe.

NOTE

Enterprise Advantage Support is a service enhancement option on top of the Enterprise Support Program. These two programs are not interchangeable

Enterprise Agreement Policies

In addition to the EA details already described, Adobe maintains the following EA policies to ensure that customers fully understand the agreement and software use requirements under the program.

Backward Licensing

Adobe typically allows customers to order a current-version license but use the prior version. These members can contact Adobe Customer Service to request a serial number for the earlier version if they do not already have one. When using the previous version, the customer must follow all guidelines of the current-version EULA. Media, documentation, and/or support for older product versions may no longer be available. For example: ABC Company currently uses Acrobat 9 throughout the company and needs 100 additional licenses, but Adobe now sells Acrobat X. ABC Company may purchase the 100 licenses as Acrobat X, but install Acrobat 9. However those 100 licenses have to follow the Acrobat X EULA. Some restrictions apply.

Cross-language Licensing

Licenses sold in a specific language grant use rights to that language. Licenses sold with the designation of “All” as their language do allow customers to deploy the product in any language they choose. A language designation of “All” attached as a description to M&S does not confer “All” language use rights.

Exceptions to the conditions above may apply when the customer has active Maintenance coverage and the new version of their product is not available in the originally licensed language, or a new local language is made available. In these instances Adobe will communicate what cross-language rights may apply.

Cross-platform Licensing

Customers receive product serial numbers and media, if ordered, for both Windows and Mac as long as the product is available for both Windows and Mac and the two platforms are at the same version. Customers can choose to use either platform, so long as the total number of licenses being used does not exceed the number purchased.

End User License Agreement

All use of the product is governed by the End User License Agreement (EULA) for the product that usually must be accepted by electronic click through. EULAs may be found at (<http://adobe.com/products/eulas/>). Where the EA terms and conditions conflicts with a EULA, the EA terms and conditions supersedes the EULA, but only as is necessary to resolve the conflict.

Media Duplication

Customers must sign a media duplication schedule in addition to their Enterprise Agreement in order to be authorized to duplicate media. Media duplication is subject to all the restrictions and requirements set forth in the applicable schedule.

Termination

Termination is when the Enterprise Agreement between Adobe and a customer ends prior to the time the EA is scheduled to end.

NOTE	Any M&S purchased during the EA is forfeited when an EA is terminated.
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Failure to annually file Exhibit B, pay for any True Up licenses and pay for additional years of M&S could result in termination of the EA itself, as well as revocation of the licenses purchased under the EA. Adobe reserves the right to terminate an EA for failure to place an initial order. For more information, see Initial Order on page 10.

Use of Information

Adobe may use information about customers or affiliates for purposes of administering the EA and for fulfilling its obligations under the EA. Such information may be used among Adobe entities worldwide and among resellers worldwide. This includes but is not limited to, the following:

Sharing necessary program information of any customer or affiliates, including Enterprise Agreement Number, End User ID, and name and contact details of an EA Program Administrator, with its Reseller and with Adobe entities involved in program administration, wherever they may be located.

Adobe will use the name and contact details of a customer or Program Administrator to send program related communications to such licensing contacts. This includes, but is not limited to, notices of upgrades, program changes, and notice of discontinuance of SKUs.

For more information

Contact a Reseller or Adobe Customer Service, or visit
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