Dear Customer,

Thank you for your consideration in executing the attached contract. You may choose to do the following:

- Electronically sign using Adobe® EchoSign®, if assistance is needed please contact your Adobe Sales representative
- Scan the signed contract and send it to rgcordus@adobe.com; or
- Fax the signed contract to (801) 437-2883, ATTN: Contract Administration Group; or
- Send the contract(s) via courier to:

  Adobe Systems Incorporated  
  Attn: Contract Administration Group – RG  
  345 Park Avenue  
  San Jose, CA 95110  
  Phone: 408-536-6000

Courier: _______________________________  Tracking Number: ___________________________

(If you are sending a scanned contract electronically or via fax, but also intend to send signed originals, please inform Adobe on your fax or in your email)

RETURN OF EXECUTED CONTRACT:
Please indicate your preference for the return of the fully executed contract. Once Adobe has countersigned the contract:

☐ I would like an electronic Adobe® Acrobat® PDF copy of the fully executed sent to my email address:

____________________________________.

☐ I am sending two (2) originals to Adobe. Please return one (1) original copy of the fully executed contract to the address indicated below:

<table>
<thead>
<tr>
<th>Entity Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City, State and Postal Code:</td>
<td></td>
</tr>
<tr>
<td>Country:</td>
<td></td>
</tr>
<tr>
<td>Contact Name:</td>
<td></td>
</tr>
<tr>
<td>Phone Number:</td>
<td></td>
</tr>
</tbody>
</table>

SPECIAL INSTRUCTIONS:
(Eg. Additional mailing requirements, other helpful information.)

This Customer Instruction Sheet is included to expedite processing of contracts and to reduce the risk of signed agreements being lost or delayed. This is not intended to, nor shall it, amend or modify anything in your agreement. Your agreement, particularly if negotiated, may contain instructions that differ from those above. PROCESSING TIME TO RECEIVE, ROUTE AND RETURN ORIGINALS IS 1-2 WEEKS (MORE IF TWO ADOBE COMPANIES ARE PARTIES). THE ESTIMATED TIME TO RETURN A PDF VERSION TO YOU IS ONE BUSINESS DAY AFTER ADOBE’S COUNTERSIGNATURE.
Schedule A: Licensing and Support Terms for Enterprise Term License

Summary of Products and Services

<table>
<thead>
<tr>
<th>Products and Services</th>
<th>FTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Creative Cloud Enterprise 1 MLP SW Subscription Only Multi</td>
<td>267</td>
</tr>
<tr>
<td>Language North America</td>
<td></td>
</tr>
<tr>
<td>Contribute 6.5 MLP Ed Term Site Lic Pro Universal English</td>
<td>267</td>
</tr>
</tbody>
</table>

By signing below, the parties agree to be bound by the terms and conditions set out in this Schedule A (including all schedules and referenced terms and conditions set out in the above referenced Customer’s Sales Order agreement) which shall become effective upon the date of last signature (the "Effective Date").

Consortium Member: Mission College

Signature

I have read, understood and agreed to comply with the terms and conditions of this Agreement, and I represent and warrant that I am authorized to bind Consortium Member.

Name:

Title:

Date:

Address:

3000 Mission College Blvd.

Santa Clara, CA 95054

Contact:

Adobe Systems Incorporated

Signature

I have read, understood and agreed to comply with the terms and conditions of this Agreement, and I represent and warrant that I am authorized to bind Adobe.

Name:

Title:

Date:

Address:

345 Park Avenue

San Jose, CA 95110

Contact:
1. **Definitions**

1.1. **Consortium Member** means a Qualified Educational User that is accepted by Customer as part of Customer’s cooperative association.

1.2. **Customer** means the cooperative association that agreed to the terms and conditions of the Sales Order this Schedule A is associated with.

1.3. **Education Eligibility Criteria** means the eligibility criteria for Adobe’s education program(s) in North America set forth at the “Qualified Educational Users” page on Adobe’s website (currently available at: http://www.adobe.com/education/institution-eligibility-guide.html).

1.4. **Enterprise** means all entities within Consortium Member’s enterprise that meet the Education Eligibility Criteria, and shall include all FTE selected below in Section 4.2.

1.5. **Faculty** means a then-current employee or independent contractor of Consortium Member whose primary job duties including providing educational instruction to students.

1.6. **Staff** means a then-current employee of the Consortium Member that provides administrative support to the Consortium Member’s educational operations and/or Faculty.

1.7. **Student** means a student who is then-currently enrolled at a Consortium Member operated educational institution.

1.8. **Maintenance** means the provision of Upgrades according to Section 7.

2. **Deadline for Execution and Return of Sales Order**

All License rights described in this Schedule A are contingent upon Consortium Member’s execution and return of this Schedule A and the submission of the Consortium Member’s purchase order to its Channel Entity no later than: August 1, 2013.

3. **License Term**

The License Term is 3 years starting on the delivery date (i.e. the date the Products are made available for download). During the License Term, the terms of this Schedule A will govern all orders by Consortium Member of the Products and Services set out in this Schedule A.

4. **Enterprise Term License**

4.1. Consortium Member shall have a license to deploy an unlimited quantity of licenses to the Products shown in the table in Section 6 below within its Enterprise which is comprised of the Full Time Equivalent (FTE) population selected below during the Term, subject to the Growth Limitation clause in Section 8, below.

4.2. **FTE** is calculated as follows:

\[ \text{FTE} = \text{full-time Faculty} + (\text{part-time Faculty} ÷ 3) + \text{full-time Staff} + (\text{part-time Staff} ÷ 2). \]

Consortium Member’s current FTE Count is 267.

4.3. **Home Use Rights** shall be in accordance with the terms set forth under the Sales Order/Agreement.

4.4. If the Student Use option is not selected, then notwithstanding anything else in the Agreement, access and use of the Products by Students shall be limited solely to computers physically located in a Consortium Member’s classroom or Consortium Member’s educational lab environment.

4.5. If Adobe makes available file storage in the cloud, Consortium Member shall be limited to total cloud storage equal to two gigabytes per FTE. (For example, a Consortium Member has 100 FTEs, Consortium Member’s total limit would be 200 gigabytes.)
4.6. Consortium Member shall ensure that its participating end users are aware of and comply with all the terms and conditions of this Agreement. Consortium Member shall be liable to Adobe for all actions and inactions of Consortium Member’s end users relating to this Agreement.

4.7. At the end of the License Term, unless renewed by a mutually executed document under mutually agreed terms and conditions, the Enterprise term license described in this Schedule A will no longer apply and will automatically expire, and all OnPremise Software licensed under this Schedule A must be deleted from Consortium Member’s computers and systems, and Consortium Member must provide Adobe with a letter of destruction in the form attached to this Sales Order as Schedule B. For clarity, Consortium Member is not required to remove any perpetual licenses that it has purchased under other agreements.

5. **Ordering and Payment Terms**

5.1. Adobe is not entering into a direct purchasing relationship with Consortium Member for the Products and Services. Rather, Consortium Member must utilize a Channel Entity for placing its orders. The Channel Entity is solely responsible for setting the terms of payment and pricing with Consortium Member (including but not limited to when payments by Consortium Member are due to Channel Entity).

5.2. In this clause, “Channel Entity” means the third party with whom Consortium Member places its order(s) for the Products and Services. The Channel Entity will be a service provider appointed by Adobe to act as its fulfillment agent under this Agreement.

5.3. Consortium Member must place its order(s) with the Channel Entity for the Products and Services promptly, in accordance with this Schedule A.

5.4. Channel Entity information as of the Effective Date:

<table>
<thead>
<tr>
<th>Channel Entity</th>
<th>Channel Entity Contact Information:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Computerland</td>
<td>Contact Name</td>
</tr>
<tr>
<td>Address:</td>
<td>Contact Title</td>
</tr>
<tr>
<td>State, Zip</td>
<td>Street Address</td>
</tr>
<tr>
<td>Phone:</td>
<td>City, State, Zip</td>
</tr>
<tr>
<td>Email:</td>
<td>Contact Phone</td>
</tr>
</tbody>
</table>

6. **Products and Services Ordered; Fees**

The Products and Services ordered, and applicable quantities are as follows:

<table>
<thead>
<tr>
<th>SKU</th>
<th>Product Description</th>
<th>Number of FTEs</th>
</tr>
</thead>
<tbody>
<tr>
<td>65224015MA</td>
<td>Creative Cloud Enterprise 1 MLP SW Subscription Only Multi Language North America</td>
<td>267</td>
</tr>
<tr>
<td>65191023MA</td>
<td>Contribute 6.5 MLP Ed Term Site Lic Pro Universal English</td>
<td>267</td>
</tr>
</tbody>
</table>

Fees are inclusive of Maintenance.

7. Maintenance is included with all Software licensed under this Schedule A for the entire duration of the License Term. Support may also be ordered, and is optional throughout the License Term. Adobe will provide Support to Consortium Members who have ordered it for the applicable annual periods. The provision of any fixes, updates, upgrades or other releases in connection with Maintenance will not expand the scope of permitted use of the Software under this Agreement. Support is provided in annual increments and will expire the day prior to the applicable anniversary date of the Effective Date.

8. **Growth License Limitation**

The rights granted herein are based on the total number of Consortium Member’s FTEs as set forth in Section 4.2, 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 specified in Section 4.2, above, or the number established as a result of a prior Growth Event, then Consortium Member must purchase additional licenses for the products licensed hereunder at the unit prices specified herein, prorated from the date of occurrence of the Growth Event to the end of
the Term (rounded to the nearest whole month). Consortium Member may be asked to confirm from time to time (by written or email request from their Adobe Account Representative) that a growth event has occurred, and will respond within a reasonable time to confirm that a Growth Event has or has not occurred, using the form attached hereto as Schedule C.
Schedule B: Sample Letter of Software Destruction

“Consortium Member” means ______________

“Agreement” means the Enterprise Term License Agreement Sales Order with Agreement Number: ______________

For the purposes of this Letter of Destruction, “OnPremise Software” shall mean all copies of all software installed pursuant to the Agreement.

I, authorized signatory of Consortium Member, hereby declare on behalf of Consortium Member that Consortium Member has undertaken the necessary measures to delete and destroy the OnPremise Software licensed by Consortium Member under the Agreement. In order to delete and destroy the OnPremise Software, Consortium Member has taken the following steps:

1. Deleted the decryption key, if applicable, received from Adobe.
2. Removed and destroyed any and all electronic copies of the OnPremise Software, including but not limited to electronic copies on tape or other backup media, from any and all authorized workstations, Internet or Intranet sites, or Consortium Member’s computers, computer servers or computer networks.
3. Destroyed all User Documentation provided with the OnPremise Software, whether hard copies of media or documentation that is provided with the OnPremise Software download.

Consortium Member acknowledges and confirms that Consortium Member has relinquished all rights to use the OnPremise Software and no longer has any rights under the Agreement in relation to the OnPremise Software.

Consortium Member Authorized Signature:

Name of Signatory:

Title of Signatory:

Date:
Schedule C: Growth Event Report

Submit original Report to Adobe per the information below.

Agreement Number: __________________________________________________________

Consortium Member Name: _____________________________________________________________

Agreement Effective Date: _____________________________________________________

Total Number of Full-Time Equivalents (FTEs) as of Contract Effective Date: _________

Total Number of Full-Time Equivalents (FTEs) as of Report Date: _________________

By signing below, you certify that the above information is correct.

Authorized Signature: _____________________________________________

Name: _________________________________________________________

Title: __________________________________________________________

Date: __________________________________________________________

Submit completed report to: elattrueup@adobe.com