Adobe On-premise Software:

Set by Adobe Partner



Adobe Sales Order

Partner Dustin A/S

Customer DANSKE ERHVERVSSKOLER

Agreement Number DR2009986

Currency EUR

Adobe Systems Software Ireland Limited

Products and Services Pricing Detail:

Adobe On-premise Software

Except for perpetual licenses, the License Term of the On-premise Software licenses and any applicable support commences on the later of delivery of the On-premise Software or the identified start date. The end date of the License Term of the On-premise Software 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 On-premise Software are described at https://helpx.adobe.com/support/programs/support-policies-terms-conditions.html.

Line Number	SKU	Product Description	Billing Cycle	Quantity	Unit Of Measure	License Term Start Date	License Term End Date	Maximum End User Unit Price	Maximum End User Total Fees
01	65290665	Creative Cloud ALL MLP Ed Subscription ALL 100G HED L3 EDO	Advance Annually - In	Unlimited number may be deployed within Enterprise; non-binding estimate of the number that will be deployed: 1,471	Enterprise- Wide	30 July 2018	29 July 2021	Set by Adobe Partner	Set by Adobe Partner
02	65290666	Creative Cloud ALL MLP Ed Subscription ALL 100G HED L4 EDO	Advance Annually - In	Unlimited number may be deployed within Enterprise; non-binding estimate of the number that will be deployed: 9,522	Enterprise- Wide	30 July 2018	29 July 2021	Set by Adobe Partner	Set by Adobe Partner
03	65290664	Creative Cloud ALL MLP Ed Subscription ALL 100G HED STU L1 EDO	Advance Annually - In	162	Each USER Per Year	30 July 2018	29 July 2021	Set by Adobe Partner	Set by Adobe Partner
04	65290662	Creative Cloud ALL MLP Ed Subscription ALL 100G HED STU L3 EDO	Advance Annually - In	1,431	Each USER Per Year	30 July 2018	29 July 2021	Set by Adobe Partner	Set by Adobe Partner
05	65256953	Creative Cloud ENT ALL MLP Ed Subscription ALL 0G HED L4 1S	Advance Annually - In	7,000	Each USER Per Year	30 July 2018	29 July 2021	Set by Adobe Partner	Set by Adobe Partner

01	Creative Cloud ALL MLP Ed Subscription ALL 100G HED L3 EDO: For deployment within Higher Education schools
01	The Products and Services may include elements of On-premise Software and On-demand Services.
02	Creative Cloud ALL MLP Ed Subscription ALL 100G HED L4 EDO: For deployment within K-12 schools
~-	The Products and Services may include elements of On-premise Software and On-demand Services.
03	Creative Cloud ALL MLP Ed Subscription ALL 100G HED STU L1 EDO: For deployment by Students in Higher Education schools
	The Products and Services may include elements of On-premise Software and On-demand Services.
04	Creative Cloud ALL MLP Ed Subscription ALL 100G HED STU L3 EDO: For deployment by Students in K-12 schools
	The Products and Services may include elements of On-premise Software and On-demand Services.
05	Creative Cloud ENT ALL MLP Ed Subscription ALL OG HED L4 1S: For deployment in classrooms and computer labs within both Higher Education
	schools and K-12 schools
	The Products and Services may include elements of On-premise Software and On-demand Services.

Summary of Fees

Total Sales Order Fees: Set by Adobe Partner

	Rest of World
Year One Fees	Set by Adobe Partner
Year Two Fees	Set by Adobe Partner
Year Three Fees	Set by Adobe Partner
TOTAL	Set by Adobe Partner

Sales Order Terms

- 1. This agreement ("Agreement") consists of (A) this Sales Order, and (B) the parts of the Adobe Enterprise Licensing Terms available at http://www.adobe.com/legal/terms/enterprise-licensing.html consisting of the General Terms and the applicable Product Specific Licensing Terms which are effective as of the date Customer executes this Sales Order.
- 2. Customer is an identified consortium comprised of participating educational institutions that meet the education eligibility criteria for Adobe's education programs described at http://www.adobe.com/education/administrators/how-to-buy-eligibility.edu.html, each a "Consortium Member."
- 3. Customer must enter into a sales order with each Consortium Member in the form set forth as Exhibit A to this Sales Order ("Consortium Sales Order") and must provide Adobe with a copy of such Consortium Sales Order upon request. Each Consortium Member that executes a Consortium Sales Order with Customer will be responsible for its own compliance with the terms of such Consortium Sales Order and Adobe may enforce its rights against such Consortium Member. In the event Customer fails to enter into a Consortium Sales Order with a Consortium Member, Customer will be in material breach of the terms of this Agreement and will be liable for Consortium Member's violation of the terms of the Consortium Sales Order that were required to be agreed upon by Consortium Member prior to obtaining the Adobe Products and Services.
- 4. If Customer is also a Consortium Member, Customer must provide Adobe with written notice of the Adobe Products and Services that have been designated for Customer's use upon request and Customer is responsible for its compliance with the applicable licensing terms that are set forth in the Consortium Sales Order that are applicable to a Consortium Member.
- 5. Customer agrees to purchase the Products and Services set out in the Products and Services Pricing Detail section. All pricing and discounts described in this Sales Order are contingent upon Customer's execution and return of this Sales Order no later than 20 July 2018 (unless countersigned by Adobe).

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

Adobe Partner Name:

Dustin A/S

Adobe Partner Address:

Michael Drewsens Vej 23

Hoejbjerg 8270, Denmark

- 6. For those Products and Services identified as being licensed on an "Enterprise Wide" basis in the Products and Services Pricing Details section, Customer must notify Adobe in writing, within 14 days, whenever any of the Consortium Member's FTE count (as defined in the Consortium Sales Order) increases by 5% or more from the last established FTE count. Adobe will invoice Customer for the additional license fees based on the unit price of the Products and Services set forth in the Products and Services Pricing Detail and pro-rated through the end of the then current License Term.
- 7. For those Products and Services licensed in specified quantities in the Products and Services Pricing Details section, Customer must report any deployment of the Products and Services by Consortium Members in excess of the quantities previously purchased using the form found at www.adobe.com/go/trueup. Such reports are due to Adobe 14 days prior to each anniversary of the start date of the License Term. 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. True-up fees for the purchase of additional licenses will be:

Adobe Products and Services	Unit Price
Creative Cloud ENT ALL MLP Ed Subscription ALL 0G HED L4 1S For deployment in classrooms and computer labs within both	Set by Adobe Partner
Higher Education schools and K-12 schools	,

8. Within 30 days of each anniversary of the License Term Start Date, Customer and Adobe may enter into a written addendum to this Sales Order to permit: (a) a new Consortium Member to participate in the consortium; (b) Consortium Member to purchase license rights for its Students; and (c) Consortium Members to purchase Adobe Products and Services other than those on its current sales order with Customer. Such additional license purchases will commence on an anniversary of the Start Date of the License Term and extend through the remainder of the License Term. The applicable rates are:

Adobe Products and Services	Unit Price
Creative Cloud ALL MLP Ed Subscription ALL 100G HED STU L1 EDO	Set by Adobe Partner
For deployment by Students within K-12 schools	Set by ridobe i dittie.
Creative Cloud ALL MLP Ed Subscription ALL 100G HED STU L3 EDO	Set by Adobe Partner
For deployment by Students within Higher Education schools	Set by Adobe Faither

- 9. Customer and Adobe may, in the first year of this Agreement only ("Year 1"), enter into a written addendum to this Sales Order to permit a new Consortium Member wishing to participate in the consortium to join at the entry point of 15 September 2018 ("Additional Entry Point"). For the avoidance of doubt, this Additional Entry Point only applies in Year 1 of this Agreement and any Consortium Member opting to participate from the Additional Entry Point date will pay the applicable license fee for the entirety of Year 1 and for the rest of the License Term (no prorated fee for Additional Entry Point date).
- 10. Governing Law and Legal Venue. This Agreement shall be governed in all respects by the laws of Denmark, excluding its conflicts of laws provisions. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. All disputes arising under this Agreement shall be brought exclusively in the Courts in The Hague, Denmark

By signing below, each Party acknowledges that it has carefully read and fully understands this Agreement and each agrees to be bound by this Agreement. This Agreement becomes effective upon the date of last signature (the "Effective Date"). The individuals signing this Agreement represent that they have the authority to bind the respective Parties to the terms of this Agreement.

Adobe Systems Software Ireland Limited 4-6 Riverwalk, Citywest Business Campus, Saggart, Dublin 24, Ireland Authorized Signature	Danske Erhvervsskoler Ny Vestergade 17, 2. Sal, Kobenhavn K 1471, Denmark Authorized Signature
Print Name	NINA OLSEN Print Name Vice president
Title	7itle 25.07. 2018 Date

Rest of World

rest of world				
End User	Bill-To	Deploy To		
Danske Erhvervsskoler	Dustin A/S	Danske Erhvervsskoler		
Address:	Address:	Address:		
Ny Vestergade 17, 2. Sal	Michael Drewsens Vej 23	Ny Vestergade 17, 2. Sal		

Purchase Order Number:

ECC ID Number

Adobe Contract Number: 00717761

Kobenhavn K 1471	Hoejbjerg 8270	Kobenhavn K 1471
Denmark	Denmark	Denmark
	Invoicing Contact Name:	Customer Admin Name: Anne Wieth-
	Contact Email: po-	Knudsen
	invoices.ddk@dustin.se	Contact Email: <u>Awk@deg.dk</u>

Instructions for sending signed original agreements to Adobe:

Please return your signed original agreement per the appropriate instructions below. If you have questions regarding these instructions, please contact your Adobe Account Manager or Adobe Customer Service.

For Customers located in the United States, the signed original agreement to Adobe:	Canada and Mexico only please use one	e of the following methods to reta
Mailing Address	Email	FAX
Mail two signed agreement originals to: Adobe Systems Incorporated 345 Park Avenue San Jose, California 95110-2704 USA Attention: Contract Operations Group	Scan and email signed agreement to: *Email: rgcordus@adobe.com	FAX signed agreement to: FAX: (801) 437-2883

For Customers located in Japan, Asia, Australia or New Zealand please email your contract to ccordap@adobe.com For customers located in EMEA or Latam please email your contract to ccordir@adobe.com If your customer requires originals/wet signatures and is located in **Australia** please send your contract by courier to the Adobe Australia office (see postal address below) If your customer is located in EMEA or LATAM please send originals by courier to the Adobe Dublin office (see postal address below) Mailing address for Australia Email Mailing Address contracts only Mail two signed agreement Scan and email signed agreement Mail two signed agreement originals to: originals to: Adobe Systems Software Ireland Limited Adobe Systems Pty Ltd. *Email: ccordir@adobe.com 4-6 Riverwalk Tower 2, 27th floor City West Business Campus *Email: ccordap@adobe.com 201 Sussex Street Dublin 24, Ireland Sydney, NSW 2000 Australia Attention: Contract Operations Group Tel: +61(2)9778-4100

Exhibit A SAMPLE Consortium Member Enterprise Term License Sales Order

Products and Services Pricing Details.

Line Number	Adobe SKU	Product Description	Annual Unit Fees (per FTE)	Quantity	Annual Instalment Fee (Unit Fees x Quantity)
1.					
2.					
3.					A PERSONAL PROPERTY AND A DESCRIPTION OF THE PROPERTY OF THE P
4.					
5.					
	Total License Term Fees (Annual Instalment Fee X \ \\$ Number of Years Left Remaining in License Term):				

Terms and Conditions

1. This agreement ("Agreement") consists of (A) this Sales Order, and (B) the parts of the Adobe Enterprise Licensing Terms available at http://www.adobe.com/legal/terms/enterprise-licensing.html consisting of the General Terms and the applicable Product Specific Licensing Terms. Adobe is an intended third party beneficiary of this Agreement between Consortium and Consortium Member and has a right to enforce its terms against Consortium Member. Consortium Member will be deemed a "Customer" as such term is used in Adobe Enterprise Licensing Terms.

The following capitalized terms are defined as follows:

- (A) "Consortium" means the entity that has entered into a sales order with Adobe for the purchase of Products and Services and is authorized to make the Products and Services identified in this sales order available to Consortium Member.
- (B) "Consortium Member" means that educational institution that meets the education eligibility criteria for Adobe's education programs described at http://www.adobe.com/education/administrators/how-to-buy-eligibility.edu.html
- (C) "Enterprise" means all of the Faculty Members and Staff Members of Consortium Member's enterprise excluding any Consortium Member with organizations or operations within certain nations that have service or functionality limitations as identified in the applicable Product Specific Licensing Terms.
- (D) "Faculty Member" means a then-current employee or independent contractor of a Consortium Member whose primary job duties consist of providing educational instruction to students.
- (E) "Full Time Equivalent" or "FTE" means the number of full-time Faculty Members \div (number of part-time Faculty Members \div 3) + number of full-time Staff Members \div (number of part-time Staff Members \div 2).
- (F) "Staff Member" means a then-current employee of the Consortium Member that provides administrative support to the Consortium Member's educational operations to faculty.
- (G) "Student" means an individual enrolled part-time or full-time in a degree-granting program or an academic course of study by Consortium Member.
- 2. For those Products and Services identified as being licensed on an "Enterprise Wide" basis in the Products and Services Pricing Details section, Consortium Member may: (a) permit each Faculty Member and Staff Member to activate a copy of the On-premise Software associated with the Product and Service on up to two Computers which may be accessed by such Faculty Member or Staff Member using a unique log-in identifier;

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and (b) install a copy of the On-premise Software on any Enterprise-owned Computer located in computer labs
and classrooms for use by Students, Faculty Members and Staff Members without the need for a unique log-in
identifier: Consortium Member represents and warrants that as of the Effective Date, the total aggregate FTE
Count is : a non-binding estimate of Computers located in computer labs and classrooms on which
Consortium Member intends to install the Products and Services is; and a non-binding estimate of Faculty
Members and Staff Members that Consortium Member intends to authorize as a User of the Products and
Services is . If Consortium Member's FTE Count increases by 5% or more from the last established FTE
Count ("Growth Event"), then Consortium Member must notify Consortium in writing within 14 days.

3. Consortium Member may permit the deployment of the quantity of Products and Services identified in the Products and Services Pricing Details for use by Consortium Member's Students. A Student is permitted to deploy the Products and Services on one non-Enterprise owned Computer which may be accessed by such individual using a unique log-in identifier. If an individual ceases to be a Student during the License Term, such individual must de-install its copy of the Products and Services and cease usage. Consortium Member must manage the allocation of Student licenses through the licensing console provided with the Products and Services. Consortium must report any deployment of the Products and Services in excess of the quantities previously purchased by each Consortium Member using the form found at www.adobe.com/go/trueup. Such reports are due to Consortium 14 days prior to each anniversary of the start date of the License Term. Adobe will invoice Consortium, who in turn may invoice Consortium Member, in arrears for 50% of the license fee ("True Up Rates") for each additional deployment identified in the report and must pay 100% of the True-up Rates for each year (if any) remaining under this Sales Order.

Unit Price	
	Unit Price

By signing below, each party acknowledges that it has carefully read and fully understood the terms of this Agreement, which will become effective upon the date of the last signature (the "Effective Date").

Consortium: [Enter name of Consortium]	Co M
Sign	Si
Print:	Pr
Title:	Ti
Date:	D
Address:	A
Contact:	C
Company Seal:	
(If Consortium is in possession of an official seal and it is customary in Consortium's country for contracts to be sealed)	
Purchase Order Number:	

Consortium Member]	Member:	[Enter	name d	t Consor	uum
Sign				Production English of Suffer	thirth and this is a pos
Ü					
Print:					
Title:					
Date:					
Address:					
, iddi oso.					
Contact:					

		Adobe Contract Number: 00717761
ii.		
ECCID:		

List of Consortium Members

Name of School	Name Adobe administrator	Adm. tlf. nr.	Administrator Email
Campus Vejle	Jan Andersen	72 16 28 81	jaan@campusvejle.dk
Copenhagen Business Academy	Kim Mikkelsen	23 25 52 40	kimi@cphbusiness.dk
Dalum Landbrugsskole	Christer Rasmussen	66132130	<u>cra@dalumls.dk</u>
Erhvervsakademi Sjaelland	Lars Frederiksen	56 67 04 45	licens@easj.dk kagn@easj.dk
rhvervsakademi Sydvest	Mads Reese	41991231	mre@easv.dk
Erhvervsakademi Aarhus	Trine Pedersen	89 36 32 40	trpe@efif.dk
irhvervsakademiet Dania	Lars Baisgaard	22 71 10 28	<u>lba@eadania.dk</u>
rhvervsakademi Midtvest	HHE		
UC Lillebaelt	Lars Juul	79 29 12 20	<u>lju@eucl.dk</u>
EUC Nordvest	Henrik J.M. Hansen	99 19 19 78	njk@eucnordvest.dk
Haderslev Handelsskole	Werner Burgwald	73 52 02 75	wb@hhs.dk
	Torben Svennesen	29769640	tosv@handelsfagskolen.dk
Herningsholm Erhvervsskole	Helle Frølund		
BC Internation Business College	Allan Fog Nielsen	72 24 19 53	afn@ibc.dk
(bh. Tekniske Skole (NEXT KBH)	Martin Wildenrath		
(øge Handelsskole	Lars Frederiksen	56 67 04 00	support@khs.dk
earnmark Horsens	Peter Unnerup	42 12 72 41	pu@learnmark.dk
emvig Gymnasium	Kurt Darling Nielsen		KN@lemvig-gym.dk
Mercantec	Britt Jensen		<u>brje@mercantec.dk</u>
Roskilde Handelsskole	Benny Petersen	88 52 32 61	benny@rhs.dk
Roskilde Tekniske Skole	Morten S. Andersen	22 68 67 50	ma@rts.dk
Selandia	Alexander Helding Jensen	58567070	ahje@sceu.dk
Skive Tekniske Skole	Peder Hansen	99 14 92 22	peh@skivets.dk
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TECH College Aalborg	Jon Batsberg	72501000	job@tcaa.dk
College360	Morten Buus Andersen		<u>it@tss.dk</u>
۲ønder Handelsskole	Lars Lorenzen		<u>lo@toha.dk</u>
Vejen Business College	Jesper Bror Jacobsen	76 96 18 86	jbj@vejenhs.dk
/iden Djurs	Tommy Søholm	87 58 04 00	ts@VidenDjurs.dk
Aalborg Handelsskole	Flemming Madsen	21 71 73 65	fpm@ah.dk
Aarhus Business College	Trine Pedersen	89 36 32 40	trpe@efif.dk
Aarhus Tech	Lene Møller	89 37 34 64	lemo@aarhustech.dk
Syddansk Erhvervsskole	Peter Topp Jensen		