



Adobe Sales Order

Partner ATEA A/S
Customer DANSKE ERHVERVSSKOLER
Deal Registration ID DR2735473
Currency EUR

Adobe Systems Software Ireland Limited

Products and Services Pricing Detail:

Creative Cloud, Document Cloud and Software

Except for perpetual licenses, 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>.

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	License Term Start Date	License Term End Date	Maximum End User Unit Price	Maximum End User Total Fees
01	65313792	All Apps for Higher EDU Students	Advance Annually - In	661.00	Each USER Per Year	30 August 2021	29 August 2024	Set by Adobe Partner	Set by Adobe Partner
02	65293310	All Apps for K-12	Advance Annually - In	Unlimited number may be deployed within Enterprise; non-binding estimate of the number that will be deployed: 7,944.00	Enterprise -Wide	30 August 2021	29 August 2024	Set by Adobe Partner	Set by Adobe Partner
03	65293310	All Apps for K-12 Students	Advance Annually - In	2,728.00	Each USER Per Year	30 August 2021	29 August 2024	Set by Adobe Partner	Set by Adobe Partner
04	65313791	All Apps HED Faculty/Staff	Advance Annually - In	Unlimited number may be deployed within Enterprise; non-binding estimate of the number that will be deployed: 2,697.00	Enterprise -Wide	30 August 2021	29 August 2024	Set by Adobe Partner	Set by Adobe Partner

05	65297410	Shared Device License HED	Advance Annually - In	Unlimited number may be deployed within Enterprise; non-binding estimate of the number that will be deployed: 1,800.00	Enterprise -Wide	30 August 2021	29 August 2024	Set by Adobe Partner	Set by Adobe Partner
06	65297409	Shared Device License K12	Advance Annually - In	Unlimited number may be deployed within Enterprise; non-binding estimate of the number that will be deployed: 2,500.00	Enterprise -Wide	30 August 2021	29 August 2024	Set by Adobe Partner	Set by Adobe Partner

Creative Cloud, Document Cloud and Software:								Set by Adobe Partner
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- 01 All Apps for Higher EDU Students:
This product has both On-premise Software and access to On-demand Services.
- 02 All Apps for K-12:
This product has both On-premise Software and access to On-demand Services.
- 03 All Apps for K-12 Students:
This product has both On-premise Software and access to On-demand Services.
- 04 All Apps HED Faculty/Staff:
This product has both On-premise Software and access to On-demand Services.
- 05 Shared Device License HED:
This product is On-premise Software for use solely in Customer’s shared device environments. Users may only access On-demand Services in such shared device environments through User’s unique login ID, which must be obtained under separate license from Adobe. Users may only access On-demand Services in accordance with the terms of this Agreement. When Users access the Products and Services on shared devices, Customer is solely responsible for (1) establishing policies, practices, and controls to ensure that each User logs out of his or her Adobe account at the end of a usage session on a shared device; and (2) any unauthorized use of a User’s Adobe account resulting from such User’s failure to log out of his or her Adobe account or other accounts at the end of a usage session on a shared device.
- 06 Shared Device License K12:
This product is On-premise Software for use solely in Customer’s shared device environments. Users may only access On-demand Services in such shared device environments through User’s unique login ID, which must be obtained under separate license from Adobe. Customer must deploy Federated or Enterprise IDs to Users who are K-12 students as further described in this Agreement. Users may only access On-demand Services in accordance with the terms of this Agreement. When Users access the Products and Services on shared devices, Customer is solely responsible for (1) establishing policies, practices, and controls to ensure that each User logs out of his or her Adobe account at the end of a usage session on a shared device; and (2) any unauthorized use of a User’s Adobe account resulting from such User’s failure to log out of his or her Adobe account or other accounts at the end of a usage session on a shared device.

Summary of Fees

Total Sales Order Fees:	Set by Adobe Partner
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Year One Fees	Rest of World
Year One Fees	Set by Adobe Partner

	Rest of World
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 <https://www.adobe.com/fragments/textandimage/education/edu-ste-eligibility-institutions.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 30 August 2021 (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: ATEA A/S
 Adobe Partner Address: LAUTRUPVANG 6
 BALLERUP, , 2750 , 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. (A) Deployment. Using the Admin Console, Consortium Members may Deploy the quantity of Products and Services in accordance with the license metric specified within the Products and Services Pricing Detail throughout its Enterprise. The “Admin Console” means Adobe’s enterprise licensing management console for administrators to manage and Deploy Adobe Products and Services. “Deploy” means to make a license available for Products and Services to a User or Computer, as applicable, regardless of whether the license was accessed by a User or not.

(B) Annual True-Up Report. Using the form found at www.adobe.com/go/trueup, Customer must report any Annual Average Over-Deployment Count (defined below) by Consortium Members for the Products and Services. During the License Term, Customer must send the report to Adobe not later than 14 days before each anniversary of the License Term Start Date, including for Deployments added during the last year of the License Term.

(C) Calculating Annual Average Over-Deployment Count. For each Month during the License Term, Customer will track Deployment in excess of the purchased quantity (“Baseline”), including the highest total number of licenses over-Deployed on any given day during the Month (the “Monthly High-Water Mark”), if any. “Month” means a calendar monthly period commencing upon the applicable License Term Start Date (e.g., January 15 through February 14, February 15 through March 14, etc.); note, Months may vary in actual number of calendar days. “Annual Average Over-Deployment Count” means a license count calculated by (i) summing up the Monthly High-Water Mark for each of the 12 Months of the applicable annual term (the Monthly High-Water Mark of the 12th Month is determined as the equivalent of the Monthly High-Water Mark of the 11th Month), and (ii) dividing the sum by 12.

(D) True-Up Fees. Customer will be billed in arrears 100% of the true-up fees for each Annual Average Over-Deployment Count identified in the true-up report, payable according to the payment terms in the Sales Order. For subsequent annual periods remaining under the License Term, the Baseline will be increased to reflect any Annual Average Over-Deployment Count reported in the previous 12 Months and the Customer will be billed for the increase in Baseline license count at the true-up fees rate. True-up fees for the purchase of additional licenses will be:

Adobe Products and Services	Unit Price
All Apps for Higher EDU Students	Set by Adobe Partner
All Apps for K-12 Students	Set by Adobe Partner

8. Within 30 days of each anniversary of the License Term, 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 commencement of the License Term and extend through the remainder of the License Term. The applicable rates are:

Adobe Products and Services	Unit Price
All Apps for Higher EDU Students	Set by Adobe Partner
All Apps for K-12 Students	Set by Adobe Partner

9. **Governing Law, Venue** This Agreement any dispute or claim arising out of it or in connection with it (including any non-contractual claims or disputes) shall be governed by and construed under the laws of Denmark. In relation to any legal action or proceedings whether in contract or in tort, each of the Parties submits to the exclusive jurisdiction of the Courts of Denmark.

10. Following the Effective Date, new Participants may enter into the Agreement on the dates outlined in the table below by executing a Participation Agreement, with the annual per Unit fees (pro-rated if applicable) as agreed with Adobe Partner and thereafter for 12 month periods during the License Term. Reports should be submitted by Customer not later than two weeks before the Effective Date and entry points stipulated in the table below.

Entry Points

30 October 2021 / 30 October 2022 / 30 October 2023
30 January 2022 / 30 January 2023 / 30 January 2024
30 August 2022 / 30 August 2023

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 (ADIR)
 4-6 Riverwalk, Citywest Business Campus, Saggart, Dublin
 24, Ireland

DANSKE ERHVERVSSKOLER
 NY VESTERGADE 17, 2. SAL, KOBENHAVN K, 1471
 DENMARK



Electronically
 signed by: Anne
 Wieth-Knudsen
 Date: Aug 30, 2021
 09:34 GMT+2

 Authorized Signature

 Authorized Signature

 Print Name

Anne Wieth-Knudsen

 Print Name

 Title

Chefkonsulent

 Title

 Date

Aug 30, 2021

 Date

Purchase Order Number :
 ECC ID Number: 22667576

Rest of World

End User : 22667576	Bill-To: 0001417581	Deploy To :
DANSKE ERHVERVSSKOLER Address: Ny Vestergade 17, 2. Sal Kobenhavn K, , 1471 DENMARK	ATEA A/S LAUTRUPVANG 6 BALLERUP, , 2750 , DENMARK	DANSKE ERHVERVSSKOLER Ny Vestergade 17, 2. Sal Kobenhavn K, , 1471 DENMARK
	Invoicing Contact Name: Contact invoice_workflow@atea.dk	Customer Admin Name: Anne Wieth- Knudsen Contact Email: awk@deg.dk

Instructions for Signed Agreements:

<http://www.images.adobe.com/content/dam/acom/en/legal/terms/enterprise/pdfs/Instruction-for-Adobe-SignedAgreements-EN.pdf>

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.					
4.					
5.					
Total License Term Fees (Annual Instalment Fee X Number of Years Left Remaining in License Term):					\$ _____

Terms and Conditions

11. 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 <https://www.adobe.com/fragments/textandimage/education/edu-ste-eligibility-institutions.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 + (number of part-time Faculty Members ÷ 3) + number of full-time Staff Members + (number of part-time Staff Members ÷ 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.

12. 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; 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.

13. (A) Deployment. Using the Admin Console, Consortium Member may Deploy the quantity of Products and Services for use by Consortium Member's Students in accordance with the license metric specified within the Products and Services Pricing Detail throughout its Enterprise. The "Admin Console" means Adobe's enterprise licensing management console for administrators to manage and Deploy Adobe Products and Services. "Deploy" means to provide a license for Products and Services to a User, Student, or Computer, as applicable, regardless of whether or not the license was accessed by a User or Student. A Student may use 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.

(B) Annual True-Up Report. Using the form found at www.adobe.com/go/trueup, Consortium Member must report to Consortium any Annual Average Over-Deployment Count (defined below) for the Products and Services. During the License Term, Consortium Member must send the report to Consortium not later than 14 days before each anniversary of the License Term Start Date, including for Deployments added during the last year of the License Term.

(C) Calculating Annual Average Over-Deployment Count. For each Month during the License Term, Consortium Member will track Deployment in excess of the purchased quantity ("Baseline"), including the highest total number of licenses over-Deployed on any given day during the Month (the "Monthly High-Water Mark"), if any. "Month" means a calendar monthly period commencing upon the applicable License Term Start Date (e.g., January 15 through February 14, February 15 through March 14, etc.); note, Months may vary in actual number of calendar days. "Annual Average Over-Deployment Count" means a license count calculated by (i) summing up the Monthly High-Water Mark for each of the 12 Months of the applicable annual term (the Monthly High-Water Mark of the 12th Month is determined as the equivalent of the Monthly High-Water Mark of the 11th Month), and (ii) dividing the sum by 12.

(D) True-Up Fees. Adobe will invoice Consortium (who in turn may invoice Consortium Member) in arrears 100% of the true-up fees for each Annual Average Over-Deployment Count identified in the true-up report, payable according to the payment terms in the Sales Order. For subsequent annual periods remaining under the License Term, the Baseline will be increased to reflect any Annual Average Over-Deployment Count reported in the previous 12 Months and Adobe will invoice Consortium (who in turn may invoice Consortium Member) for the increase in Baseline license count at the true-up fees rate. True-up fees will be:

Adobe Products and Services	Unit Price

14. This section governs Consortium Member's use of any named user offering for primary and secondary ("K-12") Students ("Offering").

14.1 **Deployment of the Offering: Enterprise IDs or Federated IDs Only.**

Consortium Member may only deploy the Offering using Enterprise or Federated IDs. Use of Enterprise or Federated IDs is essential to ensuring Adobe can meet its student privacy commitments to Consortium Member and that Adobe does not track or market to Student users. Use of Enterprise or Federated IDs also ensures Consortium Member retains control over the applications and services available to K-12 Students and the files and data K-12 Students store. Any assignment of an individual Adobe ID to a K-12 Student nullifies any representation or warranty Adobe makes regarding the use and protection of K-12 Student data, and Consortium Member must defend and indemnify Adobe for any Student privacy or other claims related to Consortium Member's license deployment using an Adobe ID for the Offering. More information about ID types is available at: <https://helpx.adobe.com/enterprise/help/identity.html>.

14.2 **Compliance with Law and Obligations.**

(A) **FERPA Compliance.** Adobe will be designated as a "school official" as defined under FERPA and its implementing regulations, and Adobe agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials.

(B) **COPPA Compliance.** If Consortium Member is located in the United States, Consortium Member is solely responsible for compliance with the Children's Online Privacy Protection Act of 1998 ("COPPA"), including obtaining verifiable parental consent for collection of Student personal information in the Offering for any child under the age of 13 and in any other Adobe application that Consortium Member allows K-12 Students to access ("Parental Consent").

14.3 **Special Terms for Other Jurisdictions.** Certain other jurisdictions located around the world may have laws that require Consortium Member to:

(A) provide disclosures to parents regarding the collection of Student personal information in the Offering and in any other Adobe application that Consortium Member allows K-12 Students to access;

(B) obtain Parental Consent, including verifiable consent from parents regarding cross-border data transfers;

(C) provide disclosures to and obtain consent from parents regarding content ownership; or

(D) include a link to Adobe's Privacy Policy (<https://www.adobe.com/privacy/policy.html>) in any parent notification or consent request Consortium Member provides.

Consortium Member is responsible for ensuring that Consortium Member can use the Offering consistent with Consortium Member's local laws. Information about how Adobe collects, uses, and discloses personal information collected from Students in connection with the Offering is set forth in Adobe's Privacy Policy: <https://www.adobe.com/privacy/policy.html>. Adobe is Consortium Member's data processor and Consortium Member is the data controller in connection with the collection of Student personal information in the Offering and in any other Adobe application that Consortium Member allows K-12 Students to access.

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]	
Sign	
Print:	
Title:	
Date:	
Address:	
Contact:	
Company Seal: <i>(If Consortium is in possession of an official seal and it is customary in Consortium's country for contracts to be sealed)</i>	
Purchase Order Number:	
ECCID:	

Consortium Member: [Enter name of Consortium Member]	
Sign	
Print:	
Title:	
Date:	
Address:	
Contact:	

Exhibit B
List of Participants

HED Schools

Copenhagen Business Academy
Erhvervsakademi Sjælland
Erhvervsakademi Sydvest
Erhvervsakademi Aarhus
Erhvervsakademi Midtvest
Erhvervsakademi Sydvest
UCL Erhvervsakademi
IBA Kolding
Zealand
Erhvervsakademiet Dania
Aarhus Tech
Syddansk Erhvervsskole

K12 Schools

Campus Vejle
Dalum Landbrugsskole
EUC Lillebaelt
EUC Nordvest
Haderslev Handelsskole
Handelsfagskolen
Herningsholm Erhvervsskole
IBC Internation Business College
NEXT
Køge Handelsskole
Learnmark Horsens
Lemvig Gymnasium
Mercantec
Roskilde Handelsskole
Roskilde Tekniske Skole
ZBC
Skive College
Struer Statsgymnasium
TEC
TECH College Aalborg
College360
Tønder Handelsskole
Vejen Business College
Viden Djurs
Aalborg Handelsskole
Aarhus Business College
Aarhus Tech
Syddansk Erhvervsskole