



Adobe[®] Volume Licensing

Education Enterprise Agreement (EEA) 1.5 Program Guide

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Education Enterprise Agreement program summary

The Education Enterprise Agreement (EEA) program is a one-year or two-year term-based licensing program that helps primary and secondary institutions minimize the cost and complexity of providing Adobe software to their faculty, staff, and students on institutionally owned or leased computers.

Benefits

EEA allows qualified primary and secondary educational institutions to standardize on Adobe products across their institution by offering select products with special pricing and benefits such as:

Ease of purchase

Three pricing tiers to accommodate different types of primary and/or secondary education institutions from a single school site to a large legal entity¹ responsible for multiple schools.

Access to the latest Adobe features

Stay current on Adobe products with access to the latest feature releases with Adobe Creative Cloud and Adobe's unique [Creative Cloud Packager](#) deployment management tool.

Simple license management

[Adobe's Licensing Website \(LWS\)](#) and Creative Cloud Packager make deployment and license management easy.

¹ Legal entity in this document refers to an organization that has responsibility for the procurement and contract management of multiple individual primary and/or secondary schools, for example, a district, county, state, or government agency.

Available products

Adobe products available² under EEA include Creative Cloud apps and optional add-on bundles of specific Adobe products frequently used by primary and secondary schools. Access to feature releases and updates for applicable products is a benefit of EEA and is included in the licensing fee however Creative Cloud services are not available under EEA.

Creative Cloud apps and any optional add-on bundles must include the total full-time equivalent (FTE) defined during enrollment.

Creative Cloud apps

Adobe Acrobat Pro DC	Adobe Flash Professional CC
Adobe After Effects CC	Adobe Gaming SDK
Adobe Audition CC	Adobe Illustrator CC
Adobe Bridge CC	Adobe InCopy CC
Adobe Dreamweaver CC	Adobe InDesign CC
Adobe Edge Animate CC	Adobe Media Encoder CC
Adobe Edge Code CC	Adobe Muse CC
Adobe Edge Reflow CC	Adobe Photoshop CC
Adobe Encore	Adobe Photoshop Lightroom
Adobe ExtendScript Toolkit CC	Adobe Prelude CC
Adobe Extension Manager CC	Adobe Premiere Pro CC
Adobe Fireworks	Adobe Scout CC
Adobe Flash Builder	Adobe SpeedGrade CC

Optional add-on bundles

Bundle 1: Adobe Presenter and Captivate

Bundle 2: Adobe Premiere Elements and Photoshop Elements

² EEA product offerings are subject to future modifications and may be updated from time to time to incorporate product changes necessary to meet institution needs and Adobe requirements.

Program requirements

Enrollment

Educational institutions and legal entities that wish to enroll in EEA must:

- Agree to the EEA terms and conditions and complete the online enrollment³ process
- Receive an EEA enrollment confirmation and EEA Agreement Number via email from Adobe
- Meet the minimum FTE requirement for the institution or legal entity designated during enrollment
- Have 100% FTE coverage of qualified faculty and staff of the defined primary or secondary school, or for all primary and secondary schools under the legal entity
- Order term licenses for EEA-eligible products through an Adobe qualified education Reseller for the following:
 - Total FTE
 - The entire EEA term selected during enrollment

For a detailed explanation of all qualified educational institutions, please see the [appendix](#).

EEA term

The EEA term begins on the day that Adobe accepts the institution's EEA enrollment, known as the effective date.

At the end of the EEA term, the institution must comply with the end of term conditions as defined in the EEA Terms and Conditions (herein "EEA agreement").

License type

The licensing option offered under EEA is term license. The term license includes access to qualified feature releases and updates, for applicable products, as part of the licensing fee for the EEA term as defined in the EEA agreement.

Full-time equivalent coverage

Qualifying faculty and staff

All employees who work more than 200 hours a year make up the FTE count; however, exclusions include non-knowledge workers such as maintenance personnel, bus drivers, cleaning staff, and cafeteria workers. The following **do not** qualify toward the institution's FTE count:

- Students

³ Customers wishing to sign a paper document can print the PDF version of the online enrollment form and submit it with a signature.

- Alumni
- Workers who have been hired on a contractual basis for services either on or off campus (individuals not directly employed by the education institution covered)
- Retired faculty and staff
- Education conference attendees
- Visitors

Calculating Total FTE

Use the below equation to calculate the institution’s Total FTE and determine the appropriate discount tier. The calculation includes full-time faculty and staff (considered as one unit each), part-time faculty (considered as one-third of a unit each), and part-time staff (considered as one-half of a unit each).

$$\text{Full-time faculty} + (\text{part-time faculty} \div 3) + \text{full-time staff} + (\text{part-time staff} \div 2) = \text{Total FTE}$$

If the Total FTE ends with a fractional component, the number rounds to the next unit. For example, 100.5 FTE units would round to 101 Total FTE.

Example: The enrolling institution has 400 full-time faculty, 300 part-time faculty, 200 full-time staff, and 100 part-time staff. Calculate the Total FTE as follows:

$$400 + (300 \div 3) + 200 + (100 \div 2) = 750 \text{ FTEs}$$

This institution qualifies for a Tier 3 discount.

Discount tiers

The institution establishes their discount tier at the time of enrollment by calculating the total FTE of all full-time and part-time faculty and staff employed within the school(s). All discount tiers require 100% coverage of their respective institution type. The discount tier will remain in effect for the duration of the EEA term.

A legal entity with less than 300 FTE is still eligible to participate at the 300 FTE level. For example, if the legal entity has an FTE of 257, it may participate in the EEA program at the minimum 300 FTE level by using 300 as their FTE count upon enrollment and placing a purchase for the 300 FTE minimum.

Tier	Institution type	Minimum FTE	Required coverage
1	Small school	20 - 69	100% coverage of the defined school
2	Large school	70 +	100% coverage of the defined school
3	Legal entity	300+	100% coverage of all schools under the legal entity

True-up

The EEA program does not include a true-up offering for institutions with a one-year agreement. Institutions with a two-year agreement require a true-up for all purchased products if the Total FTE has increased more than 5% by their first anniversary date.

Decreases in the institution's Total FTE over the EEA term will not reduce the license fee.

Student access

Products licensed under an EEA are only available on institution owned or leased computers. If products are installed on institution-owned or leased computers used by students under the age of 13, the institution is responsible for ensuring, upon installation, that it opts out of sending Adobe product usage data. The institution shall be responsible for all acts and omissions of students who use the products.

Work at home

The EEA program does not include work at home rights.

Ordering and Deployment

Initial order

Institutions place all orders directly with their Reseller, either at the time of enrollment or within 30 days of receiving their EEA Agreement Number.

Once Adobe accepts the initial order, the designated EEA IT administrator receives an order confirmation email that includes directions for accessing serial numbers for the products ordered.

If the initial purchase order fails to meet the ordering eligibility requirements, the order will not process and will return for correction. If the customer does not correct and resubmit the order within 30 days, Adobe sends the customer and any Reseller designated during enrollment an email notice indicating the initial order has not been received. Adobe may suspend and/or terminate the EEA if the initial order requirements have not been met within 45 days.

Additional orders

An EEA-covered educational institution may purchase the optional add-on bundles at any point during the EEA term if these were not purchased with the initial EEA order. All add-on bundles must include the total FTE defined during enrollment.

Proration

The cost of an add-on bundle placed during the EEA term will prorate to the end of the existing EEA. Additional license coverage during the existing EEA term must include the current month in which the order is placed.

Example: An institution is in the 5th month of their 1-year term and needs the Presenter and Captivate add-on bundle.

- In LWS, the Reseller orders the Presenter and Captivate bundle for the institution's entire FTE. LWS then prorates the term and pricing to 8 months, ending when the EEA term expires
- LWS shows Presenter and Captivate bundle licenses for the entire FTE

Adobe's systems will reject any additional license orders that do not have the correct prorated number of months to co-terminate with the institution's existing EEA end date.

Adobe's Licensing Website and Creative Cloud Packager

LWS (<http://licensing.adobe.com/>) enables customers to access pertinent licensing information about their EEA agreement and EEA licensed products, including detailed purchase history, LWS account information, product serial numbers, and agreement expiration dates.

For new customers: The EEA designated IT administrator will receive email communication containing instructions on how to set up the LWS account login and password for management of the institution's EEA and licensed products.

End-user ID number

Adobe establishes an end-user ID number for each EEA. Information about all customer orders is available on LWS using the end-user ID. This number is different from the EEA Agreement Number, which is valid only during the active EEA term. Customers retain the same end-user ID even after an agreement expires and a new one begins.

Electronic Software Delivery

Adobe provides electronic software delivery (ESD) via LWS for all products licensed under EEA. IT administrators go to LWS to download⁴ serial number(s), Adobe Creative Cloud Packager (CCP) software, and any applications CCP does not support. Adobe Customer Care can assist customers with any ESD download issues.

⁴ 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.

Adobe provides the designated EEA IT administrator and any deploy-to contacts listed on an order access to downloads via LWS. The EEA IT administrator and the deploy-to contacts may grant additional users access to LWS with rights to use ESD and transfer their administrative rights to a different contact within the institution.

Serial numbers

Customers will retrieve any required serial numbers via LWS. Serial number use is limited to validly licensed installations of a given EEA product; new serial numbers may be issued for feature releases and updates provided to certain products if applicable. Serial numbers and their respective operating details do not change the software terms of use or the EEA term as defined in the agreement.

Creative Cloud Packager

The EEA IT administrator must use Creative Cloud Packager to package and distribute software to their end-users. Packager combines Creative Cloud applications and updates for volume deployment. IT administrators can create Windows and/or Mac OS packages (MSI or PKG files) and then deploy to client machines through any third-party deployment tool that supports the deployment of native installers (Microsoft SCCM, Apple ARD, or JAMF Casper Suite). 32-bit or 64-bit versions of the applications are available when packaging products for delivery in Windows. For more information on Creative Cloud Packager, go to <http://helpx.adobe.com/creative-cloud/packager/creating-packages.html> or the EEA Read-Me file included in LWS.

Deployment via Creative Cloud Packager

Upon launching Packager, the IT administrator must sign in with their Adobe ID, enter the applicable serial number, and will then receive a list of available desktop applications. The IT admin will then create a deployment package that matches their licensing agreement. Please note that although Adobe may deliver or make available certain desktop applications, the institution is not entitled to use, download, or access any software products or services that are not specifically licensed under their EEA agreement.

The administrator can then securely deploy these packages and any updates to the required computers using industry standard deployment tools.

The end-user is not required to have internet access to launch and use these applications, but the IT administrator will require internet access at the time of packaging.

Administration

Reports

Customers may run a Detailed Purchase History report in LWS that summarizes all EEA orders reported to Adobe.

License certificates

Adobe provides a PDF certificate⁵ of each transaction that occurs. The certificate generates automatically to the customer's account in LWS. Customers can retrieve serial numbers for EEA-licensed products from LWS.

Policies

In addition to the details described above, Adobe maintains the following EEA 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 one version prior only. When using an earlier 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.

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.

Exceptions to the conditions above may apply when the customer has access to feature releases as part of the product license and a new or updated 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 that support both Windows and Mac deployments as long as the product is available for both Windows and Mac. Customers can choose to use either platform as long as the total number of licenses being used does not exceed the number purchased or specifically licensed per their agreement with Adobe.

Transfer of licenses

Transfer of licenses (TOL) within the educational institution defined for coverage under EEA is allowed. No TOL, outside the educational institution defined in the EEA agreement, is allowed unless there is a divestiture and approval from Adobe. Approvals for any other TOL exceptions will be made by Adobe at its sole discretion. Prior written approval from Adobe for any TOL is required in order to track entitlement. In addition, Adobe will not process TOL requests across deploy-tos on the same end-user ID.

⁵ License certificates are for customer reference only and do not serve as valid documentation for compliance audits.

Returns

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

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

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. Partial order returns are not accepted. An Adobe Letter of Destruction provided by the authorized Reseller 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.

Use of information

Adobe may use information about customers or affiliates (such as other schools within the educational institution defined for coverage under EEA) for purposes of administering EEA and for fulfilling its obligations under EEA. Such information may be used among Adobe entities worldwide and among Resellers worldwide. This includes but is not limited to the following:

- Adobe may share necessary program information of any customer or affiliates, including Education Enterprise Agreement Number, end-user ID, and name and contact details of an EEA 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, any customer-designated contacts, or the customer-designated EEA program administrator to send program-related communications to such licensing contacts. This includes, but is not limited to, notices of feature releases and updates, program changes, and notices of discontinued SKUs

Reseller information

Authorized Reseller

EEA is available worldwide through authorized Adobe education Resellers⁶. EEA enrolled institutions work directly with an Adobe authorized Reseller of their choosing to place orders for products licensed under EEA. All EEA software license fees are determined solely by the Reseller. Adobe does not set the pricing that a customer is charged, and Adobe cannot guarantee any specific pricing. Resellers operate as independent distributors and are not agents or affiliates of Adobe. As a result, the customer is responsible for informing any Reseller of its applicable EEA Agreement Number and discount tier. Customers are free to negotiate any EEA

⁶ "Reseller" describes the entity from which the customer orders Adobe software.

software license fees directly with their Reseller. Matters such as price, delivery, and payment terms are established by and between the customer and Reseller.

An Adobe authorized education Reseller is qualified to offer the EEA program for education customers. By choosing a Reseller, the enrolling institution is authorizing Adobe to send the designated Reseller information pertaining to the customer's account, enrollment, orders, and information.

Changing Resellers

During the EEA term, customers have the option to work with whichever Reseller they choose. If customers want to change their Reseller between the time they enroll in EEA and the deadline for their initial order, or for any subsequent orders, they must submit a Change of Reseller form to Adobe. The customer's current Reseller can provide this form.

For more information

Contact a Reseller, Adobe Customer Care, or visit www.adobe.com/go/volumelicensing.

Appendix: Qualifying educational institutions

The Adobe EEA 1.5 program is available only to primary and secondary schools that meet the appropriate educational institution qualifications defined below:

- (a) **Qualified Educational Institutions.** The following is a non-exhaustive list of qualified educational institutions under EEA 1.5:
 - (i) Accredited (by official accrediting entities) public or private primary or secondary school providing full-time instruction
 - (ii) Named educational institutions approved by Adobe, only if individual named entities are approved by Adobe in writing
- (b) **Non-Qualified Educational Institutions.** The following is a non-exhaustive list of entities that are not qualified educational institutions under EEA 1.5:
 - (i) Non-accredited schools
 - (ii) Museums or libraries
 - (iii) Hospitals wholly owned and operated by an otherwise qualified educational institution
 - (iv) Churches or religious organizations that are not accredited schools
 - (v) Vocational training centers or schools granting certificates for courses such as computer software training or job training that are not accredited schools or that grant degrees requiring less than the equivalent of two years of full-time study
 - (vi) Military schools that do not grant academic degrees
 - (vii) Research laboratories
 - (viii) Public or private university or college (including community, junior, or vocational college)
 - (ix) Cooperative associations composed of multiple qualifying and unaffiliated educational institutions that join the cooperative association by enrolling; executing a written, legal agreement; or otherwise being qualified by the cooperative association as a member (each a consortium member) with the primary purpose of creating and/or managing volume-driven procurement/licensing agreements on behalf of its consortium members
- (c) **Asia Pacific countries excluding Southeast Asia countries as defined in section (d) below.**
 - (i) Australia, the Independent State of Samoa, Cook Islands, Fiji, Papua New Guinea, Marshall Islands, Solomon Islands; Bangladesh, Bhutan, India, Nepal, Sri Lanka; Mongolia, People's Republic of China (including Hong Kong S.A.R. and Macau S.A.R.), Taiwan R.O.C; Democratic Republic of Timor-Leste; Northern Mariana Islands; New Zealand; Pakistan; South Korea; or any country designated by Adobe from time to time on www.adobe.com/ap/education/purchasing/qualify.html (or its successor website thereto), as updated by Adobe from time to time
 - (ii) "Educational Institution" means a pre-tertiary academic institution, public or private, located in the territory that meets one of the criteria below:
 - i. elementary school, primary school, secondary school, high school, special needs school, correspondence school, religious school, which offer academic courses of study that lead to a certification, that is nationally recognized and acknowledged as

- part of the territory's mainstream educational progression or that is recognized and endorsed by a government agency/branch/ministry in the territory;
- ii. an early childhood center or kindergarten that:
 1. is incorporated primarily for the purpose of providing educational services to children;
 2. offers an early childhood program; and
 3. is lawfully established, authorized, created, licensed, chartered, registered and/or accredited with/by the Ministry/Department of Education in the territory, or accredited by a government agency/branch/ministry or an accreditation agency recognized by a government agency/branch/ministry within the territory; or
 - iii. Educational establishment specifically named and approved by Adobe's Legal Department in writing
- (iii) Notwithstanding that an educational organization may have met with the criteria above, Adobe may determine, in its sole discretion, not to approve any such educational establishment as an "Qualified Educational Institution"
- (iv) Examples of non-qualified Educational Institution (a non-exhaustive list) include:
- i. Tuition centers, and schools that grant certificates or provide courses on computer training, tuition on school subjects, language, arts, music classes, or other subjects or topics, where such entities or certification are not recognized and acknowledged as the territory's mainstream education progression;
 - ii. Commercial training centers, skills centers, review centers and enrichment centers that are not otherwise Educational Institutions; and
 - iii. Military school that does not grant academic degree

(d) Southeast Asia Countries.

- (i) Indonesia; Malaysia; Philippines; Singapore; Thailand; Vietnam
- (ii) "Educational Institution" means:
 - i. pre-school, kindergarten, elementary school, primary school, secondary school or high school (a "Pre-Tertiary School"), or academic institution which offer courses of study or certification equivalent to a Pre-Tertiary School such as special needs school, international or foreign school and religious school, within the respective territory's definition designated by Adobe on www.adobe.com/go/education_entity_seasia_edn (or its successor website thereto), as updated by Adobe from time to time; or
 - ii. Educational establishment specifically named and approved by Adobe's Legal Department in writing
- (iii) Notwithstanding that an educational organization may have met with the criteria above, Adobe may determine, in its sole discretion, not to approve any such educational establishment as an "Qualified Educational Institution"
- (iv) Examples of non-qualified Educational Institution (a non-exhaustive list) include:
 - i. Childcare centers (unless such childcare centers also offer kindergarten programs);
 - ii. skills centers, enrichment centers, tuition centers, education centers, correspondence schools, or other schools, granting certificates or providing courses on computer

training, job training, tuition on school subjects, language, arts, music classes, or other subjects or topics;

iii. Military school that does not grant academic degree

(e) Japan.

(i) Educational institution as provided under the School Education Act

i. Schools (including elementary school, junior high school, high school, school for the blind, school for the deaf, school for the handicapped and kindergarten

(ii) Other educational institutions

i. Education Board and Education Institution as provided under the Law Regarding the Local Education Administration's Organization and Management. (Specifically, this is the Education Board provided under Article 2 of the Law Regarding Local Education Administration's Organization and Management and Education Center, Education Research Institute and other Education Institution(s) provided under Article 30 of the same law)

ii. Independent Administration Institution(s) overseen by the Ministry of Education, Culture, Sports, Science and Technology, and which purpose is education, such as, Education Training Center

(iii) Any other institution that Adobe Ireland separately approves as an Educational Entity

i. Notwithstanding the forgoing, an entity shall no longer be deemed an Educational Entity under this Agreement from the date of Adobe's written notice, given in Adobe's sole discretion, that the entity is not approved as an Educational Entity

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