



Adobe Sales Order

Customer: SMT SHAKUNTLA EDUCATIONAL AND WELFARE SOCIETY
 Agreement Number: DR2170814
 Currency: USD

Adobe Systems Software Ireland Limited Products and Services Pricing Detail:

Adobe On-demand Services

Except as otherwise specified in this Sales Order, these On-demand Services automatically renew for successive periods of 12 months, unless either Party provides written notice to the other Party of its intent not to renew at least 30 days before expiration of any then-current License Term. Support Services 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	Unit Price	Total Fees
01	38053536	ANALYTICS FOUNDATION:OD	Advance Annually - In	1.00	Million SERVER CALLS Per Month	1 June 2018	31 May 2021	1,428.00	51,408.00

Adobe On-demand Services: 51,408.00

01 ANALYTICS FOUNDATION:OD:
 Fees associated with Adobe Analytics Foundation Primary Server Calls in excess of the Annual Primary Server Call commitment shall be billed @ 1428.00 USD CPMM. These fees are billed monthly in arrears as incurred. For a period up to 30 days prior to the Start Date (the "Implementation Period"), but in no event earlier than the Effective Date, Customer is granted a limited license to access the Products and Services for the sole purpose of implementation and testing at no additional cost to Customer, subject to all other terms and conditions of the Agreement. Further, Adobe may provide consulting services, as further described in this Sales Order, for Adobe Analytics during the Implementation Period. In the event that Customer does not have a Secondary Server Call Commitment, any Secondary Server Calls generated by Customer shall be billed at 100% of the Primary Server Call Overusage rate set forth above. Such fees are billed monthly in arrears as incurred.

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	Unit Price	Total Fees
02	58051628	AEM SITES:OPT	Advance Annually - In	1.00	Each BASE Per Year	1 June 2018	31 May 2021	16,591.00	49,773.00
03	58051590	AEM:OPT USERS	Advance Annually - In	60.00	Each USER Per Year	1 June 2018	31 May 2021	46.00	8,280.00

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Adobe On-premise Software:

58,053.00

Adobe Professional Services

Customer will be responsible for all reasonable travel expenses, hotel accommodations, and any other out of pocket expenses properly and reasonably incurred by Adobe in connection with the Services (unless otherwise provided in this Sales Order). Such expenses will be charged to Customer at cost. Adobe will provide the Professional Services on a mutually agreeable schedule but in no event sooner than the identified start date. These Professional Services terminate on the identified end date and will not renew.

Line Number	SKU	Product Description	Billing Cycle	Quantity	Unit Of Measure	Start Date	End Date	Unit Price	Total Fees
04	38054277	ALL ACCESS TRAINING PASS-INDIVIDUAL	Advance Annually - In	1.00	Person Per Year	1 June 2018	31 May 2021	4,000.00	12,000.00
05	38049665	ADOBE ANALYTICS FOR ACADEMIC INSTITUTION	Advance Total - In	2.00	Each One-Time	1 June 2018	31 May 2019	2,500.00	5,000.00
06	38049665	ADOBE ANALYTICS FOR ACADEMIC INSTITUTION	Advance Total - In	2.00	Each One-Time	1 June 2019	31 May 2020	2,500.00	5,000.00
07	38049665	ADOBE ANALYTICS FOR ACADEMIC INSTITUTION	Advance Total - In	2.00	Each One-Time	1 June 2020	31 May 2021	2,500.00	5,000.00

Adobe Professional Services:

27,000.00

04 ALL ACCESS TRAINING PASS-INDIVIDUAL:

The Adobe Digital Learning Services All Access Learning Pass entitles Customer to designate one named individual ("Named User") as authorized to enroll and attend an unlimited number of public virtual or regional classroom training courses during the period commencing on the Start Date through the End Date (the "Subscription Period"). Registration for all courses is made at <http://training.adobe.com/training/courses.html>. Customer must contact Adobe Digital Learning Services at adls@adobe.com to designate the Named User. If any Named User's employment terminates, Customer may designate a new Named User for the remaining balance of the Subscription Period via written notice to adls@adobe.com. This All Access Learning Pass is non-refundable. Adobe may terminate this All Access Learning Pass if Named User fails to attend more than 2 training classes for which Named User registered but failed to cancel at least 7 business days prior to class start. This All Access Learning Pass is not valid for use at training events held at Adobe Summits or Symposiums.

05 ADOBE ANALYTICS FOR ACADEMIC INSTITUTION:

1. Products and Services. The Adobe Analytics Academic Initiative package purchased by the Institution (as defined below) includes the following:

1.1 Adobe Professional Services, Adobe Training:

(a) 1 seat in a publicly scheduled Adobe Analytics: Reports & Analytics User three-day course.

(b) Any unused portion of this Adobe Professional Services engagement will expire 12 months after the Start Date and may not be carried over or used for any purpose.

1.2 On-demand Services:

(a) Demonstration Services, as further defined and licensed below, which includes:

(i) Functionality known as Adobe Analytics (On-demand Services) as described in section 1 of the Documentation for Adobe Analytics.

(b) Access to the Demonstration Services will expire on the End Date, but in no event will access continue beyond 12 months from the Start Date. However, Customer Data generated through Reports may be reused to create content for teaching purposes at Institution. Such content may not be distributed, resold, or re-used for any other purposes. Additionally, Institution will reference the Adobe Products and Services used to create such teaching materials and also include any necessary copyright notification.

2. Definitions. Any appearance of the word "Customer" in the Agreement is hereby replaced with "Institution" as defined below. Any appearance of the word "Customer Data" in the Agreement is replaced with "Demonstration Data" as defined below. Any appearance of the word "Customer Site" in the Agreement is replaced with "Demonstration Site" as defined below.

2.1 "Demonstration Data" means any and all data and information collected by Adobe from the Demonstration Site in the course of providing the Demonstration Services, including any and all data about traffic to the Demonstration Site contained in the Report(s). All Demonstration Data is fictitious and does not represent the behavior of actual visitors to a live website.

2.2 "Demonstration Services" means the On-demand Services displayed and performed by Adobe as part of Adobe's demonstration enterprise solution employed on the Demonstration Site for education and training purposes only. The Demonstration Services purchased by or provided to Institution pursuant to this Agreement are only the following specific On-demand Services: Adobe Analytics (On-demand Services) as described in Section 1 of the Documentation for Adobe Analytics.

2.3 "Demonstration Site" means the fictitious website(s) created by Adobe for purposes of providing a demonstration environment for displaying and featuring Adobe's Demonstration Services.

2.4 "Institution" means the entity identified in the Sales Order as "Customer".

2.5 "License Term" means the duration of the license granted for the Demonstration Services which is the time between the Start Date and End Date as specified in this Sales Order, or any shorter term arising from a termination of this Agreement.

2.6 "Report(s)" means all graphical or numerical displays of Demonstration Data generated by the Demonstration Services that contain Adobe's proprietary design, look, and feel.

2.7 "User" means only specific employees and students of Institution who are authorized and designated by Institution to access the Reports using a unique password and login ID, as provided exclusively by Adobe.



3. License

3.1 License Grant from Adobe. Subject to the terms of this Agreement and payment of any applicable Fees, Adobe grants to Institution, during the License Term the nontransferable, nonexclusive, worldwide, limited right to permit Users to (i) view and access the Demonstration Services; (ii) use any materials provided or disclosed to Institution by Adobe in the course of performing the Demonstration Services or other services provided by Adobe (the "Adobe Materials"), and (iii) subject to the ownership by Adobe of the underlying Adobe Technology, access the Reports. The license grant in this section is provided solely in connection with the Demonstration Services as defined and limited above. The Demonstration Services may only be used for Institution's own internal non-production purposes.

3.2 License Restrictions. Institution agrees not to (i) sell, rent, lease, host, sublicense, assign, transfer, or outsource access to the Demonstration Services, Adobe Materials, or Reports; (ii) make the Demonstration Services, Reports, or the Adobe Materials available to any third party other than a User; (iii) remove, obscure or alter any proprietary notices associated with the Demonstration Services, Reports, or Adobe Materials; (iv) use the Demonstration Services, Reports, or Adobe Materials, or allow them to be used, in any manner of for any purpose other than as expressly permitted herein; (v) disassemble, decompile, or reverse engineer the Reports or any other technology supporting the Demonstration Services; (vi) exceed the maximum number of User licenses, if applicable to a particular Demonstration Service, that Institution has purchased for that particular Demonstration Service, as evidenced in the Sales Order(s); or (vii) copy, use, reproduce, distribute, republish, download, display, post or transmit in any form or by any means the Demonstration Services, Adobe Materials or Reports, except as expressly stated herein. Adobe reserves all rights not expressly granted to Institution herein and Institution shall not limit Adobe in any way from developing, using, licensing, distributing, modifying, or otherwise freely exploiting the Demonstration Services, or Adobe Materials, or any modifications, enhancements, improvements or derivative works thereof, or permitting third parties from so doing. Any and all acts or omissions of Users shall be imputed to Institution, and Institution shall remain liable for the same without exception, including but not limited to any User that accesses any On-demand Services not specifically identified as Demonstration Services.

4. Users

4.1 Login Terms. Institution acknowledges and agrees that Institution and each of its Users that access the Demonstration Services will be bound by the terms and conditions of use required of each such User upon log-in to the reporting interface for the Demonstration Services.

4.2 User accounts. (a) Adobe will provide Institution with the creation and provisioning of User accounts and logins during the License Term, as well as the deactivation of User accounts and logins upon expiration of the License Term. (b) Institution may create an amount of User accounts and logins as allowed by Adobe during the License Term. Individual User accounts may be active for up to 120 days to allow for term/subterm structure, or active 12 months during the License Term for faculty. If the License Term End Date falls during Institution's finals, tests, or student evaluation, Institution may request in writing to Adobe at least 30 days prior to the License Term End Date, for an extension of the License Term up to 14 days past the License Term End Date.

5. Confidential Information. In addition to the Confidentiality terms in the General Terms, the Demonstration Services and Reports are considered Adobe's "Confidential Information" as defined and explained in the General Terms. Institution may disclose Adobe's Confidential Information to a User who is not a direct competitor of Adobe and who has agreed to terms upon log-in to the reporting interface for the Demonstration Services as described in Section 4.1.

6. Publicity. Adobe may identify Institution on Adobe's institution lists and in its marketing and advertising materials, and announce that Institution is a user of the Demonstration Services, and reproduce Institution's company name, logo, trademark, trade name, service mark, or other commercial designations in connection therewith. Adobe may develop and publish a case study based upon Institution's use of the Demonstration Services. Adobe may disclose Institution's name and the value of this Agreement in connection with any filings or disclosures required by Adobe under applicable state or federal securities laws.

7. Effect of Termination. Upon any termination or expiration of this Agreement, (i) the rights and licenses granted to Institution under this Agreement will automatically terminate; (ii) all amounts due to Adobe under this Agreement will become immediately payable; and (iii) Institution will, at its expense, return or destroy all User logins and passwords provided by Adobe.

8. Limitation of Liability. In the Limitation of Liability section of the Agreement, the words "each Party" will be replaced with "Adobe." In addition to the Limitation of Liability terms in the General Terms, ADOBE WILL NOT BE RESPONSIBLE FOR ANY MALFUNCTIONS, ERRORS, INACCURACIES, OR IMPROPER RESULTS ATTRIBUTABLE TO INSTITUTION'S INCORRECT, UNAUTHORIZED, OR UNSUPPORTED USE OF ANY DEMONSTRATION SERVICES. NOR WILL ADOBE BE RESPONSIBLE FOR ANY DAMAGE, LOSS, USE OR MISUSE OF INSTITUTION'S LOGIN IDS OR UNAUTHORIZED ACCESS TO PASSWORDS.

9. Warranty. The Limited Warranty and Remedy for On-demand Services and Managed Services section of the Agreement is hereby deleted and replaced with the following: Adobe warrants that the Demonstration Services will be performed in a professional and workmanlike manner. Except the Specific Provisions for Professional Services section, any and all other warranties provided by Adobe will not be applicable to this line item. The implied warranty provisions in the Agreement remain applicable.

10. Support and Upgrades. Support and upgrades are not available for the Demonstration Services licensed for this line item.

ADOBE ANALYTICS FOR ACADEMIC INSTITUTION:

1. Products and Services. The Adobe Analytics Academic Initiative package purchased by the Institution (as defined below) includes the following:

1.1 Adobe Professional Services, Adobe Training:

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2.2 "Demonstration Services" means the On-demand Services displayed and performed by Adobe as part of Adobe's demonstration enterprise solution employed on the Demonstration Site for education and training purposes only. The Demonstration Services purchased by or provided to Institution pursuant to this Agreement are only the following specific On-demand Services: Adobe Analytics (On-demand Services) as described in Section 1 of the Documentation for Adobe Analytics.

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3.1 License Grant from Adobe. Subject to the terms of this Agreement and payment of any applicable Fees, Adobe grants to Institution, during the License Term the nontransferable, nonexclusive, worldwide, limited right to permit Users to (i) view and access the Demonstration Services; (ii) use any materials provided or disclosed to Institution by Adobe in the course of performing the Demonstration Services or other services provided by Adobe (the "Adobe Materials"), and (iii) subject to the ownership by Adobe of the underlying Adobe Technology, access the Reports. The license grant in this section is provided solely in connection with the Demonstration Services as defined and limited above. The Demonstration Services may only be used for Institution's own internal non-production purposes.

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7. Effect of Termination. Upon any termination or expiration of this Agreement, (i) the rights and licenses granted to Institution under this Agreement will automatically terminate; (ii) all amounts due to Adobe under this Agreement will become immediately payable; and (iii) Institution will, at its expense, return or destroy all User logins and passwords provided by Adobe.

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5. Confidential Information. In addition to the Confidentiality terms in the General Terms, the Demonstration Services and Reports are considered Adobe's "Confidential Information" as defined and explained in the General Terms. Institution may disclose Adobe's Confidential Information to a User who is not a direct competitor of Adobe and who has agreed to terms upon log-in to the reporting interface for the Demonstration Services as described in Section 4.1.

6. Publicity. Adobe may identify Institution on Adobe's institution lists and in its marketing and advertising materials, and announce that Institution is a user of the Demonstration Services, and reproduce Institution's company name, logo, trademark, trade name, service mark, or other commercial designations in connection therewith. Adobe may develop and publish a case study based upon Institution's use of the Demonstration Services. Adobe may disclose Institution's name and the value of this Agreement in connection with any filings or disclosures required by Adobe under applicable state or federal securities laws.

7. Effect of Termination. Upon any termination or expiration of this Agreement, (i) the rights and licenses granted to Institution under this Agreement will automatically terminate; (ii) all amounts due to Adobe under this Agreement will become immediately payable; and (iii) Institution will, at its expense, return or destroy all User logins and passwords provided by Adobe.

8. Limitation of Liability. In the Limitation of Liability section of the Agreement, the words "each Party" will be replaced with "Adobe." In addition to the Limitation of Liability terms in the General Terms, ADOBE WILL NOT BE RESPONSIBLE FOR ANY MALFUNCTIONS, ERRORS, INACCURACIES, OR IMPROPER RESULTS ATTRIBUTABLE TO INSTITUTION'S INCORRECT, UNAUTHORIZED, OR UNSUPPORTED USE OF ANY DEMONSTRATION SERVICES. NOR WILL ADOBE BE RESPONSIBLE FOR ANY DAMAGE, LOSS, USE OR MISUSE OF INSTITUTION'S LOGIN IDS OR UNAUTHORIZED ACCESS TO



PASSWORDS.

9. Warranty. The Limited Warranty and Remedy for On-demand Services and Managed Services section of the Agreement is hereby deleted and replaced with the following: Adobe warrants that the Demonstration Services will be performed in a professional and workmanlike manner. Except the Specific Provisions for Professional Services section, any and all other warranties provided by Adobe will not be applicable to this line item. The implied warranty provisions in the Agreement remain applicable.

10. Support and Upgrades. Support and upgrades are not available for the Demonstration Services licensed for this line item.

Summary of Fees

Total Sales Order Fees:	136,461.00
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Sales Order Terms and Conditions

1. All Products and Services are provided under the version of the Adobe Enterprise Licensing Terms as of the date Customer executes this Sales Order and available here: <http://www.adobe.com/legal/terms/enterprise-licensing/apac.html> including the General Terms and the applicable Product Specific Licensing Terms (the "Agreement").
2. 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 April, 2018 (unless countersigned by Adobe).
3. Additional Definitions.
 - (A) With respect to the Customer, "**Affiliate**" means a reference to:
 - (1) Galgotias University having its headquarters at Greater Noida, Gautam Buddh Nagar; or
 - (2) Galgotia Group of Institutions having its headquarters at Greater Noida, Gautam Buddh Nagar,
 and, the term "**Affiliates**" will be construed accordingly.
 - (B) "**Course**" means the Customer's Affiliates' elective or value-added course on 'Digital Technology' and Analytics which will be held at the Customer's Affiliates' campuses in Galgotias University and Galgotias Group of Institutions.
 - (C) "**Course Materials**" means Course materials and modules.
 - (D) "**Faculty**" means the then-current employee or independent contractor of the Customer whose primary job duties consists of providing educational instructions on the Course to the Students. Faculty does not include: (i) companies and their employees who are retained on a contractual basis for services by the Customer either on-campus or off-campus; and (ii) retired faculty members.
 - (E) "**Student**" means an individual enrolled in the Course conducted by Customer, but excluding the following persons who are not eligible to use the Products and Services licensed under this Agreement: correspondence and long-distance learning students, alumni, conference attendees, visitors, and students enrolled in noncredit courses.
4. Customer agrees to use the licenses granted for the Products and Services under the Agreement, solely for the purposes of allowing Customer to train its Students on the Products and Services, and not for any other purpose whatsoever. Customer must ensure that the Students comply with the terms of the Agreement.
5. Customer is responsible for developing the Course Materials. Adobe will, in good faith, provide industry inputs to Customer relating to the Products and Services for developing the Course Materials. It is clarified that Adobe retains all rights, title and interest (including intellectual property rights) in and to such inputs that it provides to the Customer. Customer agrees and acknowledges that Adobe and its licensors own the Adobe Technology. Nothing in this section 5 will prejudice or waive any of Adobe's rights, title or interests in the Adobe Technology.
6. For the avoidance of doubt, the license grant for the Products and Services by Adobe to Customer under the Agreement, are only development licenses for instructional purposes, and Customer is not authorized to use the Products and Services for any other purpose including: for publish any form of production web sites or any web sites that address an audience outside of those Students and Faculty involved in the then-current convening of the Course on Products and Services, for generating any Reports, etc.
7. Adobe has granted the licenses to the Products and Services solely to the Customer in accordance with the terms of the Agreement, and not to the Students or to the Faculty. The Students and the Faculty do not have any license, right or interest in the Products and Services.



8. Promotional Participation. During the License Term, on reasonable request from Adobe, Customer will participate in the production of any promotional materials (including, but not limited, to press releases) in relation to the Course and/or the licensing of the Products and Services to Customer for the purposes of providing the Course.
9. All fees will be invoiced beginning on the applicable Start Date in accordance with the Billing Cycle, as noted in the Products and Services Pricing Detail section. Payment terms are Net 30 Days and will be measured from the date of invoice.
10. Purchase Order (PO) required? Yes → tick: If this box is not ticked, Adobe may invoice directly using the Adobe Agreement Number as the reference number on any applicable invoices.



By signing below, each Party acknowledges that it has carefully read and fully understood this Agreement, and each agrees to be bound by the terms of 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

SMT SHAKUNTLA EDUCATIONAL AND WELFARE SOCIETY
PLOT NO.2, SECTOR 17-A, YAMUNA EXPRESSWAY,,
GREATER NOIDA, UTTAR PRADESH INDIA

Authorized Signature

Authorized Signature

Print Name

Shri Suneel Galgotia.

Print Name

Title

PRESIDENT

Title

Date

01/MAY/2018

Date

Purchase Order Number:
ECC ID Number: 0001490417



Customers outside USA, Canada & Mexico

End User : 1490417	Bill-To : 0001490417	Ship-To : 1490417
SMT SHAKUNTLA EDUCATIONAL AND WELFARE SOCIETY PLOT NO.2, SECTOR 17-A YAMUNA EXPRESSWAY, GREATER NOIDA, Uttar Pradesh, INDIA	SMT SHAKUNTLA EDUCATIONAL AND WELFARE SOCIETY PLOT NO.2, SECTOR 17-A YAMUNA EXPRESSWAY, GREATER NOIDA, UTTAR PRADESH, INDIA	SMT SHAKUNTLA EDUCATIONAL AND WELFARE SOCIETY PLOT NO.2, SECTOR 17-AYAMUNA EXPRESSWAY, GREATER NOIDA, UTTAR PRADESH, INDIA
	Invoicing Contact Name: Contact Email:	Customer Admin Name: Contact Email: avadheshkumar@galgotiasuniversity.edu.in



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, Canada and Mexico only please use one of the following methods to return the signed original agreement to Adobe:		
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	Email	Mailing address for Australia contracts only
Mail two signed agreement originals to: Adobe Systems Software Ireland Limited 4-6 Riverwalk City West Business Campus Dublin 24, Ireland Attention: Contract Operations Group	Scan and email signed agreement to: *Email: ccordir@adobe.com Or *Email: ccordap@adobe.com	Mail two signed agreement originals to: Adobe Systems Pty Ltd. Tower 2, 27th floor 201 Sussex Street Sydney, NSW 2000 Australia Tel: +61(2)9778-4100

