

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 22	
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 08-Jun-2017	4. REQUISITION/PURCHASE REQ. NO. ADOBEJELAI		5. PROJECT NO.(If applicable)	
6. ISSUED BY DISA/DITCO-SCOTT-PL83 2300 EAST DRIVE SCOTT AFB IL 62225-5406	CODE HC1028	7. ADMINISTERED BY (If other than item 6) See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) CARAHSOFT TECHNOLOGY CORP. IN CARE OF CDW GOVERNMENT LLC 230 N. MILWAUKEE AVE VERNON HILLS IL 60061 SHERYL MCCURNIN			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. HC1028-16-A-0008	
			X	10B. DATED (SEE ITEM 13) 29-Sep-2016	
CODE 1KH72	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) IAW FAR 43.103(a)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: netemeyk173890 a. Purpose of this Modification is to update the Terms and Conditions (highlighted in red) IAW FAR 43.103(a).					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CARRIE M. ROSS / CONTRACTING OFFICER TEL: 618-229-9569 EMAIL: carrie.m.ross.civ@mail.mil		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Carrie M. Ross</u> (Signature of Contracting Officer)		16C. DATE SIGNED 08-Jun-2017	
(Signature of person authorized to sign)					

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The number of award copies required has decreased by 1 from 2 to 1.

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

Agency Point of Contacts:**Defense Information Systems Agency (DISA)**

Tanya R. West / tanya.r.west2.civ@mail.mil / (301) 225 – 8118

Army

Dorothy R. Bowen / Dorothy.r.bowen.civ@mail.mil / (703) 806 – 8342

Air Force

Jesse J. Roberson / jesse.j.roberson@us.af.mil / (334) 416 – 2431

Joint Staff (JS)

LTC Jessica L. Gregris / jessica.l.gregris.mil@mail.mil / (703) 696 – 1892

Defense Health Agency (DHA)

Kevin M. Mahoney / kevin.m.mahoney12.civ@mail.mil / (210) 295 – 8737

Joint Service Provider (JSP) / Office of the Secretary (OSD)

[Patrick H. Hummel / Patrick.h.hummel.civ@mail.mil / \(703\) 695 - 4139](mailto:Patrick.h.hummel.civ@mail.mil)

Agency Definitions**Army Commands (ACOM)**

U.S. Army Forces Command (FORSCOM)

U.S. Army Training and Doctrine Command (TRADOC)

U.S. Army Material Command (AMC)

Army Service Component Commands (ASCC)

U.S. Army Africa (USARAF/SETAF)

U.S. Army CENT/3RD ARMY (USARCENT)

U.S. Army Cyber/2ND ARMY (USARCYBER)

U.S. Army Europe/7TH ARMY (USAREUR)

U.S. Army Military Surface Distribution and Deployment Command (SDDC)

U.S. Army North/5TH ARMY (USARNORTH)

U.S. Army Pacific (USARPAC)

U.S. Army South (USARSO)

U.S. Army Space and Missile Defense Command/Army Forces Strategic Command (SMDC/ARSTRAT)

U.S. Army Special Operations Command (USASOC)

Direct Reporting Units (DRU)

Arlington National Cemetery (ANC)
U.S. Army Accessions Support Brigade/9th Cav Regt (USASB)
U.S. Army Acquisition Support Center (USAASC)
U.S. Army Corps of Engineers (USACE)
U.S. Army Criminal Investigative Command (USACID)
U.S. Army Cyber/2ND ARMY (2ND ARMY)
U.S. Army Installation Management Command (IMCOM)
U.S. Army Intelligence and Security Command (INSCOM)
U.S. Army Medical Command (MEDCOM)
U.S. Army Military District of Washington (USAMDW)
U.S. Army Test and Evaluation Command (ATEC)
U.S. Army War College (USAWC)
U.S. Military Academy (USMA), West Point

National Guard Bureau (NGB)

Army National Guard (ARNG)

Army Reserves

Office of the Chief of Army Reserve (OCAR)
U.S. Army Reserve Command (USARC)

U.S. Joint Combatant Commands (COCOM)

U. S. African Command (USAFRICOM)
U.S. European Command (USEUCOM)
U.S. Southern Command (USSOUTHCOM)

Other

Department of Army (HQDA/ARSTAF)
U.S. Army Military Entrance Processing Command (MEPCOM) - *Army EA*
Joint Improvised-Threat Defeat Agency (JIDA) - *Army EA*
U.S. Army Network Enterprise Technology Command (NETCOM) - *2ND ARMY Subcommand*
U.S. Army Contracting Command (ACC) - *AMC Subcommand*
First US Army (FUSA) - *FORSCOM Subcommand*
Eighth US Army (EUSA) - *USARPAC Subcommand*

Program Executive Offices (PEO)

PEO Ammunition (PEO AMMO)
PEO Assembled Chemical Weapons Alternatives (PEO ACWA)
PEO Aviation (PEO AVN)

PEO Command Control Communications-Tactical (PEO C3T)
PEO Combat Support & Combat Service Support (PEO CS&CSS)
PEO Enterprise Information Systems (PEO EIS)
PEO Ground Combat Systems (PEO GCS)
PEO Intelligence Electronic Warfare & Sensors (PEO IEW&S)
PEO Missiles & Space (PEO MSLS)
PEO Soldier
PEO Simulation Training & Instrumentation (PEO STRI)
Joint PEO Chemical Biological Defense (JPEO CBD)
System of Systems Engineering & Integration (SoSE&I) - *ASA(AL&T) Element*

HQDA Field Operating Agencies (FOA)

U.S. Army Combat Readiness Center (USACRC)
U.S. Army Human Resources Command (HRC)
U.S. Army Accessions Command (USAAC) - *HRC Subelement*
U.S. Army Community & Family Support Center (USACFSC) - *HRC Subelement*
U.S. Army Civilian Human Resource Agency (USACHRA)
Civilian Training Student Education Detachment (CTSED)
U.S. Army Logistics Innovation Agency (USALIA)
U.S. Army Force Management Support Agency (USAFMSA)
U.S. Army Command & Control Support Agency (USACCSA)
U.S. Army Nuclear & Countering WMD Agency (USANCWA)
U.S. Army Center for Army Analysis (CAA)
Installation Support Management Activity (ISMA)
U.S. Army Legal Services Agency (USALSA)
Judge Advocate General Legal Center & School (JACLCS)
U.S. Army Corrections Command (ACC)
Defense Forensics & Biometrics Agency (DFBA)
U.S. Army Resources & Program Agency (USARPA)
U.S. Army Headquarters Services (USAHS)
U.S. Army Center for Military History (USACMH)
U.S. Army Financial Management Command (USAFMC)
U.S. Army Audit Agency (AAA)
U.S. Army Diversity & Leadership Agency (USADLA)
U.S. Army Manpower Analysis Agency (USAMAA)
Army Review Board Agency (ARBA)
Army Marketing & Research Group (AMRG)
U.S. Army Inspector General Agency (USAIGA)
U.S. Army Public Affairs Center (USAPAC)
U.S. Army Field Band

Air Force includes but not limited to: Air Force Headquarters, Major Commands, Numbered Air Force Wings, Groups, Squadrons, Flights, Units, Direct Report Units, Field Operating Agencies, Air National Guard, Air Force Reserve Command, ACOMs, PEOs, and Organizations where the Air Force has Executive Agent responsibility as defined by DoDD 5100.03. Usage by the Executive Agents is limited to the responsibility outlined in DoDD 5100.03..."provide or arrange for the administrative and logistical support of the headquarters of the Combatant Commands, the [U.S. Element, North American Aerospace Defense Command] USELEMNORAD, and the subordinate unified commands." Included in these categories are military, civilian and contractor personnel.

DHA will have two sub-units managed by DHA Enterprise Software Management Office, Defense Health Headquarters, and Navy Medicine.

Joint Staff includes Joint Staff Headquarters.

JSP includes:

WHS (Washington Headquarters)

PFFPA (Pentagon Force Protection Agency)

DoD CAF (Department of Defense Consolidated Adjudications Facility)

OMC (Office of Military Commissions)

DCSA (Defense Security Cooperation Agency)

OSD PSAs (see below)

Currently in process of onboarding:

DoDEA (HQ) (Department of Defense Education Activity)

DoDIG (Department of Defense Inspector General)

DLSA (Defense Legal Services Agency)

DTSA (Defense Technology Security Administration)

DOHA (Defense Office of Hearings and Appeals)

DCPAS (Defense Civilian Personnel Advisory Service)

Army HQDDA (Headquarters, Department of the Army)

OSD Offices (Principle Staff Assistants (PSAs))

Under Secretary of Defense for Acquisition, Technology and Logistics (AT&L)

Under Secretary of Defense Comptroller/Chief Financial Officer (USD(C)/CFO)

Under Secretary of Defense for Intelligence

Under Secretary of Defense for Personnel and Readiness (P&R)

Under Secretary of Defense for Policy

Deputy Chief Management Officer

Assistant Secretary of Defense for Acquisition (ASD(A))

Assistant Secretary of Defense for Asian & Pacific Security Affairs (APSA)

Assistant Secretary of Defense for Global Strategic Affairs (GSA)
Assistant Secretary of Defense for Health Affairs (HA)
Assistant Secretary of Defense for Homeland Defense and Global Security
Assistant Secretary of Defense for International Security Affairs (ISA)
Assistant Secretary of Defense for Legislative Affairs (LA)
Assistant Secretary of Defense for Logistics and Materiel Readiness (L&MR)
Assistant Secretary of Defense for Chief Information Officer (DoD CIO)
Assistant Secretary of Defense for Nuclear & Chemical & Biological Defense Programs (NCB)
Assistant Secretary of Defense for Operational Energy Plans and Programs (OEP&P)
Assistant Secretary of Defense for Public Affairs (PA)
Assistant Secretary of Defense for Manpower and Reserve Affairs (M&RA)
Assistant Secretary of Defense for Readiness (ASD(R))
Assistant Secretary of Defense for Research & Engineering ASD(R&E)
Assistant Secretary of Defense for Special Operations and Low Intensity Conflict (SO/LIC)
Assistant Secretary of Defense for Strategy, Plans and Capabilities
General Counsel of the Department of Defense
Director of OSD Cost Assessment and Program Evaluation (CAPE)
Director of Operational Test and Evaluation (DOT&E)
Assistant to the Secretary of Defense for Intelligence Oversight (IO)
Director of Administration and Management (DA&M)
Deputy Under Secretary of Defense for Advanced Systems and Concepts
Deputy Assistant Secretary of Defense for Civilian Personnel Policy
Deputy Assistant Secretary of Defense Manufacturing and Industrial Base Policy
Deputy Under Secretary of Defense for Installations and Environment (I&E)
Deputy Under Secretary of Defense for Logistics and Material Readiness
Deputy Assistant Secretary of Defense for Military Community and Family Policy
Deputy Assistant Secretary of Defense for Military Personnel Policy
Deputy Assistant Secretary of Defense for Wounded Warrior Care and Transition Policy

DISA includes all DISA users across the Enterprise, DISA DECCs and DISA field facilities (CONUS and OCONUS). Additionally, DISA includes users from joint organizations and all branches of the military. Included in these categories are civilian and contractor personnel. DISA also includes, the Joint Force Headquarters (JFHQ DODIN), White House Communication Agency (WHCA), White House Situation Support Staff (WHSSS), and Joint Service Provider(JSP).

BPA INFORMATION

Blanket Purchase Agreement (BPA)
Department of Defense (DoD)
Adobe Joint Enterprise License Agreement

In the spirit of the Federal Acquisition Streamlining Act, the Defense Information Systems

Agency (DISA), (referred to hereafter as the “Government” or “DoD”) and Carasoft in care of CDW-G enter into this Blanket Purchase Agreement, which includes all attachments (collectively referred to as the “BPA”) as of the effective date as identified on SF 1449.

Federal Supply Schedule (FSS) contract BPAs reduce contracting and open market costs such as: search for sources, the development of technical documents, solicitations, and the evaluation of offers. This BPA is entered to reduce the administrative costs of acquiring commercial products and services from the General Service Administration (GSA) FSS 70 contract(s) HC1028-16-A-0008 (GS-35F-0119Y). All orders placed against this BPA are subject to the terms and conditions of the FSS contract to include the Universal Amendment to All Software License Agreements for Adobe Systems Incorporated Software Products.

CDW-G is a certified dealer of Carasoft’s IT Schedule 70 (GS-35F-0119Y) to meet all of the Agencies’ needs for the acquisition of commercial Adobe products and services. CDW-G agrees that as an authorized dealer, CDW-G is permitted and will submit quotations, accept orders, invoice, and accept payments in the name of the schedule holder, in care of CDW-G. The GSA Schedule Holder, Carasoft is ultimately responsible for the performance of the BPA and resulting orders.

All attachments to this BPA will be deemed a part of this BPA and incorporated by reference. Terms defined in this BPA and used in any attachment will have the same meaning as in this BPA. The parties agree the attachments listed below apply to all orders placed under this BPA and are incorporated as binding terms and conditions. Attachments to this agreement are set forth as follows:

Attachment 1 – Section Product and Price List

Attachment 2 – Adobe Joint Enterprise License Agreement Terms and Conditions

A. TERMS AND CONDITIONS

1. Pursuant to GSA FSS contract number HC1028-16-A-0008 (GS-35F-0119Y) contractor agrees to the following terms of a BPA with the Defense Information Technology Contracting Organization (DITCO). All orders placed against this BPA are subject to the terms and conditions of the FSS contract. The items on this BPA are set forth in Attachment 1. License terms and conditions applicable to products acquired under this BPA are defined in the License Terms included Attachment 2.

2. Order of Precedence.

2.1 The order of precedence for resolving any inconsistency between this BPA and the GSA contract terms shall be as specified in the GSA contract’s Commercial Item clause, FAR 52.212-4. The provisions of FAR 52.212-4 specified in FAR 12.302, as required by Federal law, shall prevail over any terms of the commercial license. **The contractor’s GSA Schedule shall be provided to validate no exceptions were taken to FAR 52.212-4, the order of precedence.**

2.2 In the event of any inconsistency between the general terms and conditions of this BPA and the terms and conditions of any attachment or addendum to this BPA, the general terms and conditions shall take precedence over the terms and conditions of any attachment.

3. Extent of Obligation. The Government is obligated only to the extent of authorized delivery/call orders actually made under this BPA.

4. Funds Obligation. The BPA does not obligate any funds. Funds will only be obligated on each delivery order.

5. BPA Term. The period of performance (PoP) will include a 1-year base period and four 1-year options with \$194.8 million ceiling. The Government is not obligated to exercise any BPA option period. This BPA expires upon completion of all orders issued within the specified BPA ordering periods, inclusive of any exercised BPA option periods. The BPA is contingent upon the contractor maintaining products/services of the BPA on the applicable GSA Schedule. This BPA is based on the contractor's current GSA schedule contract number. In the event the current GSA schedule contract is canceled or expires and a new GSA schedule contract is awarded, this BPA shall automatically transfer to the new GSA schedule contract to the extent the new schedule contract includes the same scope and items as the canceled or expired GSA contract.

Base Year:	September 30, 2016 through September 29, 2017
Option Year 1:	September 30, 2017 through September 29, 2018
Option Year 2:	September 30, 2018 through September 29, 2019
Option Year 3:	September 30, 2019 through September 29, 2020
Option Year 4:	September 30, 2020 through September 29, 2021

6. Pricing Terms. Attachment 1 provides unit prices. Prices shall not escalate, and Attachment 1 is not subject to upward adjustment during the term of the BPA. The government may secure additional discounts at the time of placing an order. Spot discounts are authorized and encouraged. The prices will be reviewed annually, or as required to determine whether a reduction is appropriate in accordance with the price reduction provisions of the agreement.

6.1 Enrollee shall have the option to purchase additional quantities at the same unit price as the initial order, prorated to the end of the period of performance subject to the terms of the Agreement. For Example: If Army executed an order for Captivate (line 6 Tab 2 QTY 960) on October 1st, all additional QTY's after this date) would be at the same unit price as the initial bulk QTY unit price. Thus if Army ordered decentralized, one more license, the unit price would be at the same price listed on line 6 Tab 2. The Single Price tab is only utilized if the initial bulk purchase is not executed.

Orders for these products are subject to monthly pro-rated pricing based on the length of time remaining in the current period of performance. Price will be calculated by determining the number of months remaining in the current period of performance and multiplying that total by 1/12 of the annual price. Enrollees who choose not to place a consolidated order for Creative

Cloud licenses may still be eligible for discounted pricing based on license volume, promotional opportunities or other discount programs.

6.2 Initial consolidated orders for Creative Cloud licenses, made by previous Adobe JELA Enrollees or new Adobe JELA Enrollees, will be subject to special volume discount pricing. Enrollees who choose not to place a consolidated order for Creative Cloud licenses may still be eligible for discounted pricing based on license volume, promotional opportunities or other discount programs.

7. Option Periods.

7.1 Prices. The rate of discount the BPA price provides in Year 1 from GSA pricing shall serve as a base line for discounts applied to future years of the BPA. Discounts shall be the same or greater discount level when comparing GSA pricing with BPA pricing.

8. Price Reduction.

8.1 Most Favored Customer Prices. Contractor shall ensure the prices under this BPA are as low as the prices contractor has under any other contract instrument with any customer under like terms and conditions. If at any time the prices under any other contract instrument with any customer under like terms and conditions become lower than the prices in this BPA, this BPA will be immediately modified to include the lower prices.

8.2 SmartBUY Program Extension. Office of Management and Budget (OMB) has announced the SmartBUY initiative to maximize cost savings and achieve best quality when acquiring commercial products and services. If during the term of this BPA, contractor and its resellers enter into a government-wide agreement with the GSA under the SmartBUY Initiative, which includes pricing for the specific products or services under similar terms and conditions as those licensed by the DoD under this BPA, contractor and its resellers agree to reduce the prices for the remaining term of this BPA to meet the prices and fees under the SmartBUY agreement, or shall license the products and sell the services under the SmartBUY agreement for the same remaining term of this BPA, at the discretion of the DoD. Neither the contractor nor its resellers shall preclude the government from purchasing or licensing commercial products or services under a SmartBUY Agreement.

9. Rights of Survivorship of the Agreement. This BPA shall survive unto contractor, its successors, rights and assigns. The terms and conditions in this BPA shall survive the acquisition or merger of contractor by or with another entity. Contractor shall ensure these survivorship terms are included in any such merger or acquisition agreement, including a duty on the part of the surviving entity to abide by the terms of this BPA. Any software name changes, re-packing, or merger of similar products that carry forward the same or similar function of the software shall be supported with updates, upgrades, and new releases under this agreement at no additional cost.

10. Notices. All notices required under this BPA will be in writing and will be sent to the Government CO and the contractor's designated Program Manager for this BPA at the address set forth in the SF 1449, unless otherwise agreed to by the parties. Notices are considered to be

"issued" when copies are either deposited in the mail, transmitted by facsimile, or sent by other electronic commerce methods, such as email.

11. Reference to Days. All references in this BPA to "days" will, unless otherwise specified, mean calendar days.

12. Severability. If any term or provision of this BPA is held to be illegal or unenforceable, the validity or enforceability of the remainder of this BPA shall not be affected. In such event, the parties will negotiate a valid, enforceable substitute provision that most nearly achieves the parties' original intent in entering into this BPA or provide an equitable adjustment in the event no such provision can be added.

13. Entire Agreement. This BPA, together with all attachments and individual orders issued against the BPA, constitutes the entire agreement between DoD and contractor and supersedes all prior or contemporaneous communications, representations, and agreements, whether oral or written, regarding the subject matter of this BPA. No modifications to the terms of this BPA shall be valid unless in writing and authorized, in accordance with FAR Part 43.

B. AUTHORIZED USERS AND POINTS OF CONTACT

1. Authorized Users. The BPA is open for ordering by Army, Air Force, DISA, Office of the Secretary of Defense (OSD), Joint Staff (JS), Defense Health Agency (DHA), Joint Service Provider (JSP), and Navy. This BPA is also open to Army, Air Force, OSD, JS, DHA, JSP, and Navy contractors authorized to order in accordance with the FAR Part 51.

2. BPA Points of Contact (POCs): The BPA POCs are outlined below. Each delivery order issued against the BPA will contain POCs reference clause DARS 52.204-9000 with the contacts of the delivery order.

a. Contracting Office:

Defense Information Technology Contracting Organization (DITCO)/PL8321
2300 East Drive
Scott Air Force Base, IL 62225-5406

POC: Carrie Ross / Contracting Officer
Phone: (618) 229-9569 / DSN: 779-9569
Fax: (618) 229-9177
Email: carrie.m.ross.civ@mail.mil

POC: Kelsie Netemeyer / Contract Specialist
Phone: (618) 229-9442 / DSN: 779-9442
Fax: (618) 229-9177
Email: kelsie.l.netemeyer.civ@mail.mil

b. BPA Contracting Officer's Representative (COR): Tanya West

c. Contractor Point of Contact:

Contractor name, business size: Carahsoft, c/o CDW Government LLC, Other Than Small TIN, DUNS, and CAGE: DUNS: 026157235 CAGE Code: 1KH72

Contractor address as it appears on the System for Award Management: 230 N Milwaukee Ave, Vernon Hills, IL, 60061-4304

Contractor POC name: Paul Shipe, GSA Program Manager

Contractor phone number(s): 703-621-8232

Contractor POC email: paulshi@cdwg.com

Payment terms: WAWF

Remit-to address: 230 N Milwaukee Ave, Vernon Hills, IL, 60061-1577

Sales Point of Contact:

Sales POC name: Julie Kapellusch

Sales Toll Free phone number(s): 877-366-3479

Sales Phone: 847-968-9697

Sales POC email: adobejela@cdwg.com

C. ORDERING

1. Orders. The scope of this effort is worldwide. Delivery requirements will be stipulated on Orders; ordering via this BPA is decentralized. Each ordering activity is responsible for managing its obligations under this agreement. While the agreement is centrally managed, resolution of ordering and/or funding issues is the responsibility of the contracting office that issued the Order. Orders are prepared by a warranted Government Contracting Officer at each ordering activity in accordance with the terms and conditions of this BPA, the GSA Schedule, and all applicable regulations and statutes. A prime contractor authorized by a cognizant Government Contracting Officer in accordance with FAR Part 51 may place Orders against this agreement if using the software in support of Army, Air Force, OSD, JS, DHA, JSP, and Navy activities. Orders may be placed by Electronic Data Interchange (EDI), facsimile, or on an authorized form such as a BPA Call, Standard Form (SF) 1449, DoD (DD) Form 1155 or Government Purchase Card.

2. Delivery Schedule. Deliveries will be made to the address specified on the Orders issued against the BPA.

3. Contractor shall assist Government ordering offices with assuring accuracy of the order data, including the identification of the proper license owner and enrollment number prior to processing Orders.

4. Instructions for Ordering Offices. This is a single-award BPA established competitively against GSA Schedule per FAR 8.405-3(b)(1), Blanket Purchase Agreements (BPA). The brand name products offered on this BPA were approved in accordance with FAR 8.405-6, Limited

Sources, for Army, Air Force, OSD, JS, DHA, JSP, and Navy purchase through a Brand Name Limited Source Justification. It is the responsibility of the Ordering Office to:

- i. Ensure compliance with all fiscal laws prior to issuing an order under this BPA;
- ii. Incorporate into the order any regulatory and statutory requirements that are applicable to the ordering entity for which the order is placed, if pertinent requirements are not already included in this BPA; and,
- iii. Include clear invoicing, delivery, and distribution instructions

The Government may also post this BPA to other federal Government or DOD web sites, some of which may be publicly accessible.

5. Delivery Orders. The scope of this effort is worldwide. **A class limited justification and approval for Adobe products currently on the Agencies networks is approved. If an Agency has a requirement to procure other Adobe items listed on Attachment 1 that are not currently on their network, it is up to the requirements activity to compete the functionality of their software needs or justify the brand name requirement in accordance with the FAR.**

Delivery requirements and administration will be stipulated on delivery orders. Ordering via this BPA is decentralized. Orders are prepared by a Government Ordering Officer (a duly warranted Contracting Officer whose warrant authorizes delivery orders from the GSA Schedule) in accordance with the terms and conditions of this BPA and the GSA Schedule. Orders may be placed by Electronic Data Interchange (EDI), credit card, on an authorized form such as a Standard Form (SF) 1449 or Department of Defense (DD) Form 1155.

a. Notice to Ordering Offices: When ordering services, ordering offices are responsible for compliance with GSA's Ordering Procedures for Services and DFARS 208.404-70.

b. Placement of Orders:

(1) Request for Quotes. All requests for quotes shall be made in writing in an email attachment, through the on-line request for quotations.

To request a quote, contact the contractor POC below:

Sales POC name: Julie Kapellusch

Sales Toll Free phone number(s):877-366-3479

Sales Phone: 847-968-9697

Sales POC email: adobejela@cdwg.com

6. Users' Ordering Guide. The contractor shall develop a Users' Ordering Guide in coordination with the Government that will be posted to the contractor web site and various Government sites. The Ordering Guide shall be submitted to the COR and CO within thirty (30) days of BPA award and made available on the contractor's home page upon written approval. The contractor shall immediately notify the Contracting Officer in the event of any changes to contractor COR

information, contractor physical address, contractor web address, or any other relevant information in the Ordering Guide. This guide shall be continuously updated as required and shall not require formal modification to the BPA. All changes to the ordering guide shall be reviewed and approved by the COR and CO prior to posting. The guide shall contain all information necessary for geographically dispersed activities to place orders, including, as a minimum:

- a. URL where a complete list of products available, with appropriate contract line item numbers (CLINs) and associated prices can be found
- b. Government and contractor POCs
- c. Description of the ordering process
- d. Program Terms and Conditions
- e. License Terms and Conditions
- f. Information such as Commercial and Government Entity Code (CAGE), Data Universal Numbering System (DUNS), Taxpayer Identification Number (TIN), business size, etc. necessary to complete a Contract Action Report in the Federal Procurement Data System - Next Generation system
- g. Range of quantity discounts

7. E-Commerce Site. It is the intention of the Government to use existing and future capability of the DoD Standard Procurement System, EDI capability, Government procurement card, and contractor electronic ordering capability to create a paperless ordering, invoicing, and payment process. During the term of the BPA, the contractor shall participate to achieve this objective.

8. Delivery Schedule. Deliveries will be made to the address specified on the Orders issued against the BPA and Software Distribution.

9. Delivery Notice. Unless otherwise agreed to, all deliveries ordered under this BPA must be accompanied by a delivery notice, ticket, or sales slips that must contain at a minimum the following information:

- a. Name of contractor
- b. GSA contract number
- c. BPA number
- d. Product description/model numbers
- e. Delivery order number
- f. Date of delivery/call order
- g. Quantity, unit price, and extension of each item (unit prices need not be shown when incompatible with the use of automated systems; provided that the invoice is itemized to show the information)
- h. Date of shipment/delivery and/or PoP as applicable
- i. NOTE: Copies of delivery orders are to be sent via email to the SPM office as electronic attachments.

10. Suspension. There may be occasions where the Government may suspend ordering (by contract line item number (CLIN) up to and including the entire BPA) or cancel the BPA for cause. Reasons for suspension or cancellation can include but are not limited to delinquent sales

report submission, and non-compliance to BPA terms and conditions. If a suspension is announced, the contractor shall adhere to this suspension by not accepting/processing delivery orders for the suspended item(s).

D. INVOICING AND PAYMENT

1. Invoicing. The requirements of a proper invoice are as specified below as required by FAR 52.212-4 in the Federal Supply Schedule contract. The contractor shall submit an electronic invoice to the address(es) specified within the delivery orders issued against the BPA. An invoice must include --

- a. Name and address of the contractor;
- b. Invoice date and number;
- c. Contract number, CLIN, and, if applicable, the order number;
- d. Description, quantity, unit of measure, unit price, and extended price of the items delivered and PoP;
- e. Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- f. Terms of any prompt payment discount offered;
- g. Name and address of official to whom payment is to be sent;
- h. Name, title, and phone number of the person to be notified in event of defective invoice;
- i. TIN. The contractor shall include its TIN on the invoice only if required elsewhere in this contract; and
- j. Electronic funds transfer banking information.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB Circular A-125. Prompt payment contractors are encouraged to assign an identification number to each invoice.

2. Fast Payment Procedure. The provisions of FAR 52.213-1 FAST PAYMENT PROCEDURE (MAY 2006) are incorporated in this BPA by reference and pertain to credit card delivery/call orders or other applicable order deliveries. Fast Payment procedures may be used when the conditions of FAR 13.402 are met and the delivery order authorizes Fast Payment.

3. Precedence. The terms and conditions included in this BPA apply to all delivery/call orders made pursuant to it. In the event of an inconsistency between the provisions of the BPA and the contractor's invoice, the provisions of the BPA will take precedence.

E. BPA MANAGEMENT AND OVERSIGHT

Management. The contractor must provide centralized administration, in the form of a Program Manager, in support of all work performed under this BPA. The Program Manager, at a minimum, is required to participate in periodic program management reviews (which may require travel to a Government named site). Additional functions would include customer service, periodic program management reviews, invoicing, payment, and submission of monthly and quarterly reports and approved fee payments. The contractor shall ensure that all sales

personnel are aware of the JELA and enforce the policy that this BPA is the preferred Agencies procurement vehicle for the products within. The contractor shall maintain archival copies of all orders for the life of the BPA in accordance with GSA and FAR Subpart 4.7 requirements. Copies shall be made available to the Government upon request. (End)

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

Attachment 2

Adobe Joint Enterprise License Agreement Terms and Conditions

1. Period of Performance

The Blanket Purchase Agreement (BPA) base period of performance is one (1) year, with four (4) additional one (1) year options. Call orders executed will follow the period of performance on the BPA. Any call order executed during any period of performance will co-term with the ending period for the period they are in. The scope of the BPA covers Army, Air Force, Navy, Defense Information Systems Agency, Office of the Secretary of Defense, Joint Chiefs of Staff, Defense Health Agency, and Joint Service Provider and the Adobe products listed in the BPA. Mid-term enrollments (less than the full period of performance) will be prorated based on the duration of support provided. Organizations may join at any time during the period of performance and their delivery order will be pro-rated monthly based on the duration of license subscription and support provided.

2. Definitions

Device: Anything that a license can be installed on

Enrollee: Any DoD Organization within the BPA scope that executes a call order. At the time a call order is executed, an organization will define the subordinated commands or division which comprise their Enterprise. The organizational definition will be included with every Enterprise delivery order.

Reseller: The contractor to whom the government awards the BPA.

User: Users include, but are not limited to: U.S Government civilian and military personnel, independent contractors, coalition forces, and others as required. All such Users who may use or access Adobe subscriptions will be subject to and bound by the terms and conditions of this Agreement.

3. Product Verification

All products provided under this agreement shall be subscription licenses which are configurable in a manner that will allow the product to be installed and remain fully functional and executable without the need to connect to the Internet, remote call to any Adobe/Reseller site, or require notification of status. Reseller will provide technical support to ensure configuration meets this requirement.

4. Media

In addition to providing download capability for the Adobe products, the Reseller will make available copies of each version of media to each of the Agency Point of Contact (POC) and allow for each agency to duplicate and distribute the media as required to address installation in bandwidth or information security constrained environments. Such distribution of media will follow the order tracking process.

5. Subscription License De-Install

At the conclusion of the period of performance under an executed delivery order for any subscription that will not be renewed, the Enrollee will have the option to de-install the software license subscription and/or reinstall, via any method or technology, the version of the perpetual licenses previously owned or entitled from a previous agreement. The Enrollee is not required to physically de-install the software licenses from their IT platforms if they are migrating to a new Adobe Enterprise Agreement. For clarity, Enrollee is not required to remove any perpetual licenses that it has purchased under other agreements and/or previously owned.

6. Enrollee Data:

The Enrollee will provide data to Reseller pertaining to software asset management for use in the JELA. The data shall only be used in connection with the products provided under the terms of this JELA. Enrollee data shall mean any information collected from an Enrollee Site, and any information that Enrollee imports into the products covered by the JELA from its internal data stores or other sources not supplied by Adobe/Reseller. Enrollee data shall also include any material, such as audio, video, text, or images that is provided to Adobe/Reseller by the Enrollee or on the Enrollee's behalf in connection with Enrollee's use of the Products and Services for content delivery, digital publishing, targeted advertising or indexing. Enrollee Data is owned by Enrollee at all times, regardless of location at any point in time. Adobe makes no claim to any right of ownership in Enrollee data.

7. Transferability of JELA Product Licenses

Enrollees shall have the right, with notification to Adobe or its Authorized Resellers, to assign, reassign, or transfer software licenses or Enrollees' rights in the Products to other Enrollees at any time during the term. Enrollees are authorized to sublicense, assign or transfer the subscription rights between Users within a call order.

- a. Enrollees are authorized to sublicense, assign or transfer the license rights between Users within a delivery order. In the event an Enrollee is reorganized or restructured such that its responsibilities and operations are transferred to another Enrollee, the organization shall have the right to assign or transfer the subscription licenses to the successor with prior notification to Adobe or its Authorized Reseller. Enrollee organizations which are parties to the transfer shall complete any required Adobe documentation required to facilitate the transfer of license and continuation of support. This provision does not apply to the Enterprise products including Acrobat Professional and AEM Forms.

8. Publicity/Advertisement

Adobe and the Reseller must obtain DISA approval prior to mentioning an Enrollee in an advertisement, endorsement, or any other type of publicity. This includes the use of any trademark, logo, symbols or other insignia denoting or an Enrollee. The Enrollee agrees to develop a Joint Communications Plan between Enrollees, the Reseller and Adobe. The Joint Communications Plan will include a Press Release for public notification, as well as approval of promotional materials intended to provide awareness to the Enrollees of the benefits available under the JELA.

9. Distribution of Acrobat DC and Creative Cloud Enterprise Software

As part of this Agreement the Reseller, working with Adobe, will make available the current Government approved version (32-bit and 64-bit) of Acrobat DC and Creative Cloud Enterprise Full as well as the prior two (2) versions of the software for download, so long as no version is more than five (5) years old. The software will be available for online download from a publicly accessible website with role-based permissions to ensure downloads meet contract terms and conditions. Physical media will be provided to Enrollees who cannot download software due to technical limitations. Each Enrollee will be responsible for providing the Reseller a list of authorized agents who are allowed to download and distribute copies of the software. The distribution of licenses and media is not to be construed as a manner for accounting for usage, nor part of any audit of usage.

10. Audit of Use

- a. General. Notwithstanding Adobe's audit provisions to the contrary, Enrollees may perform an internal audit of software use and will use its best efforts to keep full and accurate accounts that may be used to properly ascertain and verify numbers of licenses, users, or subscription parameters in use.
- b. Audit Procedure for Creative Cloud only.
 - i. Enrollees may perform an internal audit of software use and will use its best efforts to keep full and accurate accounts that may be used to properly ascertain

and verify numbers of licenses, users, or subscription parameters in use. Upon Adobe/Reseller's written request, Enrollees may provide audit reports to Adobe/Reseller from Licensee's internal audit records as the sole means of satisfying Adobe/Reseller's requests for audit.

- ii. Audit requests are limited to no more than one per Period of Performance.
- iii. Adobe must provide a minimum of 30 days' written notice when requesting Enrollees to provide the results of an internal audit.
- iv. Enrollees shall use DoD tools, records, repositories or interviews at Enrollees' reasonable discretion to perform its internal audit. Each Enrollee's POC will meet with Adobe/Reseller and provide information about the approach and strategy utilized to conduct the audit and explain the business process and assumptions used to determine total user count.
- v. Audit results will be reported in a form agreed to between Adobe/Reseller and Enrollees for providing compliance information.
- vi. Audit results will be certified in writing by an appropriate Enrollee's POC designated by the Enrollee for such purposes.
- vii. At the Enrollee's option, audit results indicating Enrollee use is above license parameters will result in one of the following actions by DoD, at DoD's option:
 1. Enrollee shall reduce software use to license parameters within 60 days of reporting audit results; or
 2. Enrollee shall acquire additional licenses within 60 days of reporting audit results.

11. Product Warranties

Adobe warrants that the Products will function substantially as described in the Documentation for the ninety (90) day period following the date the Products are put into production provided that the Products are put into production within ninety (90) days of delivery of the Products. Therefore, all warranty claims must be made within One Hundred and eight (180) day from delivery of the Products;

- a. If the Products do not function substantially in accordance with the Documentation, the entire liability of Adobe and Customer's exclusive remedy shall be limited to either, at Licensor's option, the replacement of the Product or the refund of the license fee paid to Adobe for the Software.

b. This is the sole remedy for breach of warranty.

12. Patent, Copyright, Trademark, and Trade Secret Protection

- a. Adobe/Reseller shall, at its expense, defend, indemnify and hold the Enrollee harmless from any suit or proceeding which may be brought by a third party against the Enrollee, its departments, officers or employees for the alleged infringement of any United States patents, copyrights, or trademarks, or for a misappropriation of a United States trade secret arising out of performance of this Agreement (the "Claim"), including all licensed products provided by the Adobe/Reseller. For the purposes of this Agreement, "indemnify and hold harmless" shall mean the Adobe/Reseller's specific, exclusive, and limited obligation to (a) pay any judgments, fines, and penalties finally awarded by a court of competent jurisdiction, governmental/administrative body or any settlements reached pursuant to Claim and (b) reimburse the government for its reasonable administrative costs or expenses, including without limitation reasonable attorney's fees, it necessarily incurs in handling the Claim. The government agrees to give Adobe/Reseller prompt notice of any such claim of which it learns. The government has the sole authority to represent itself in actions brought against the government. The government may, however, in its sole discretion, and in accordance with US law, practice and procedure, including 28 U.S.C. § 516, delegate to Adobe/Reseller its right of defense of a Claim and the authority to control any potential settlements thereof. Adobe/Reseller shall not without the government's consent, and subject to 28 U.S.C. § 516, enter into any settlement agreement which (a) states or implies that the government has engaged in any wrongful or improper activity other than the innocent use of the material which is the subject of the Claim, (b) requires the government to perform or cease to perform any act or relinquish any right, other than to cease use of the material which is the subject of the Claim, or (c) requires the government to make a payment which Adobe/Reseller is not obligated by this Agreement to pay on behalf of the government. If the government delegates such rights to the Adobe/Reseller, the government will cooperate with all reasonable requests of Adobe/Reseller made in the defense and or settlement of a Claim. In all events, the government shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing at its own expense and without derogation of Adobe/Reseller's authority to control the defense and settlement of a Claim. It is expressly agreed by the Adobe/Reseller that, in the event it requests that the government to provide support to the Adobe/Reseller in defending any such Claim, Adobe/Reseller shall reimburse the government for all reasonably necessary expenses (including attorneys' fees, if such are made necessary by the Adobe/Reseller's request) incurred by the government for such support. If government does not delegate the right of defense to Adobe/Reseller, upon written request from the government, Adobe/Reseller will, in its sole reasonable discretion, cooperate with government in its defense of the suit, provided however, that Enrollee (i) shall not impair Adobe/Reseller's own rights, defenses, or claims against the claimant, (ii) shall not have the right to settle any claim, make any admissions, or waive any defenses on behalf of Adobe/Reseller; and (iii) shall in good faith reasonably cooperate and consult with Adobe/Reseller during the course of

settlement negotiations and prosecution of the claim and shall afford Adobe/Reseller free access to all communications and documentations with all parties, witnesses, and judicial or administrative body(ies) associated with such claim upon Adobe/Reseller request.

- b. Subject to 28 U.S.C. § 516, if the right of defense of a Claim and the authority to control any potential settlements thereof is delegated to Adobe/Reseller, Adobe/Reseller shall pay all damages and costs finally awarded therein against the government or agreed to by Adobe/Reseller in any settlement. If information and assistance are furnished by the government at Adobe/Reseller's written request, it shall be at the Adobe/Reseller's expense, but the responsibility for such expense shall be only that within Adobe/Reseller's written authorization.
- c. If, in Adobe/Reseller's opinion, the licensed products furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Adobe/Reseller's obligation to satisfy any final award, Adobe/Reseller may, at its option and expense, substitute functional equivalents for the alleged infringing licensed products, or, at the Adobe/Reseller's option and expense, obtain the rights for the government to continue the use of such licensed products.
- d. If any of the licensed products provided by Adobe/Reseller are in such suit or proceeding held to constitute infringement and the use thereof is enjoined, Adobe/Reseller shall, at its own expense and at its option, either procure the right to continue use of such infringing products, replace them with non-infringing items, or modify them so that they are no longer infringing.
- e. If use of the licensed products is enjoined and Adobe/Reseller is unable to do any of the preceding set forth in item (e) above, Adobe/Reseller agrees to, upon notification of de-install of the licensed Products, refund to the government the unused License Term for the Products. The obligations of Adobe/Reseller under this Section continue without time limit and survive the termination of this Agreement.
- f. Notwithstanding the above, Adobe/Reseller shall have no obligation under this Section for:
 - i. modification of any licensed products provided by the government or a third party acting under the direction of the government;
 - ii. any material provided by the government to Adobe/Reseller and incorporated into, or used to prepare the product;
 - iii. use of the Software after Adobe/Reseller recommends discontinuation because of possible or actual infringement and has provided one of the remedy's under (e) or (f) above;
 - iv. use of the licensed products in other than its specified operating environment;

- v. the combination, operation, or use of the licensed products with other products, services, or deliverables not provided by the Adobe/Reseller as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Adobe/Reseller did not provide;
 - vi. infringement of a non- Adobe/Reseller product alone;
 - vii. the government's use of the licensed product beyond the scope contemplated by the Agreement; or
 - viii. the government's failure to use corrections or enhancements made available to the government by the Adobe/Reseller.
- g. The obligation to indemnify the government, under the terms of this Section, shall be the Adobe/Reseller's sole and exclusive obligation for the infringement or misappropriation of intellectual property. Adobe/Reseller's liability under this Section 5 shall be limited to the amount paid by Enrollee for the Products in the previous twelve (12) months.

13. Government Indemnification

The government does not have the authority to and shall not indemnify any entity. This provision shall not be construed to limit the government's rights, claims or defenses which arise as a matter of law or pursuant to any other provision of this Agreement.

14. Upgrades by Adobe

- a. Adobe may make frequent planned upgrades and updates to the Software accessed by Enrollees under this Agreement. Patches and fixes required for resolution of Information Assurance Vulnerability Assessment (IAVA), Zero-Day or other critical security issues require no advance notice to Enrollees.
- b. Adobe/Reseller will provide a 90-day written notification of all major version upgrades or updates. Enrollees are not obligated to accept software upgrades or updates especially if it requires hardware upgrades or purchase of new hardware.
- c. Adobe/Reseller will provide Enrollees with one year advance written notice of software end-of-life replacement. Enrollees may continue with the end-of-life software for the duration of the DoD JELA and not be obligated to migrate to the new software during this period. Enrollees will have the option to utilize both the end-of-life software and the new software within their enterprise.

15. Adobe's Intellectual Property

- a. Adobe owns or has the right to license the products being sold or licensed under this JELA.
- b. Adobe represents that, as of the Effective Date, to the best of its knowledge, it either owns or has the right to license the products to a Reseller who will extend license rights to Enrollees. In the event of a breach of this representation, Enrollee's sole remedy and Adobe's sole obligation is intellectual property indemnity as provided in this JELA.

16. Grant of License Scope for Adobe Acrobat Professional and Adobe Experience Manager (AEM) Forms

The Enrollee will purchase the quantity of user licenses necessary to support their entire Enterprise installed base requirements. There will not be a reconciliation requirement for the duration of the JELA period of performance. Adobe/Reseller grants the Enrollees of this Agreement the right to use Adobe Acrobat Professional and AEM Forms for Enterprise users across the Enrollees' organization as defined in the call order. The Enrollees of this contract may view, author and derive an unlimited number of recipients, internal and external to the government, so long as such use is for official government business of the Enrollee.

17. Grant of License Scope for All Other Subscription Licenses

User licenses qualify for use across the Enrollee Organization, provided that: (i) a User license may be installed on not to exceed two (2) devices, (ii) only one eligible user per User license shall be permitted to access their device; however, multiple Users may be provisioned with user accounts on the same physical hardware, where the allocated computer refers to the user profile, not the physical device, and shall not be shared between two or more Users, and (iii) such license shall not be used simultaneously by the User across their devices.

(End of Summary of Changes)