

Received
1/4/2013

DIS Technology Brokerage Services
 1000 University Way, Suite 100
 Everett, WA 98201
 (425) 335-1111

ADOBE® PRODUCTS PURCHASE AGREEMENT

This Agreement is entered into by and between the Department of Enterprise Services ("DES"), an agency of Washington State, and Part of Tacoma ("Customer"), a Washington State agency or political subdivision or public benefit nonprofit corporation. "Customer" includes all its members, officers, agents, contractors, representatives or employees. Terms that are capitalized here but have no definition shall have the definition ascribed in the current Washington State Cumulative Licensing Program Government Membership Program, Contract number T11-COR-521, Agreement ID 400188326.

Adobe offers a volume licensing program and DES is the Member under the Washington State Cumulative Licensing Program Government Membership Program ("CLP"). Customer will become a Self Enrolled Affiliate under the CLP agreement and accessing the Adobe products through Technology Acquisition Services. This Agreement sets forth the Customer's rights and obligations with respect to its transaction with DES. With respect to participation in the CLP product, Customer will be responsible for its own compliance with the applicable documents, including Adobe's End User License Agreement ("EULA") documents, as well as the Customer's individual Self-Enrollment form.

All Customers purchasing Adobe products will execute this Agreement, including the attached Agency Coordinator (required) and Authorized Purchaser forms. Customers purchasing any Adobe product under the CLP agreement must also complete an Adobe Self-Enrollment form. Adobe Self-Enrollment forms are available from Adobe, http://www.adobe.com/aboutadobe/volumelicensing/clp45/sea_enrollments/. Customers must provide DIS with their Adobe enrollment number.

In consideration for the right to purchase Adobe products at discounted prices negotiated by DES, Customer agrees as follows:

1. Customer will not negotiate any terms of the Adobe Self-Enrollment form that would be applicable or have impact to any party other than the Customer.
2. Customer will provide DES with Adobe enrollment number within 2 days of notification from Adobe.
3. Customer will submit all orders for Adobe products directly to DES.
4. Customer will comply with its obligations and the restrictions set forth in Customer's Enrollment Form(s).
5. Customer understands and acknowledges that no personal services, as defined by RCW 39.29 shall be purchased from the Adobe CLP.
6. Upon DES' request, Customer shall promptly submit all purchase orders. Customer's failure to submit any such documents shall be grounds, at the option of DES, for termination of this Agreement and/or Customer's rights to purchase Adobe products through DES.
7. The purchase price is *nonrefundable*. Under the CLP, the Customer pays for the product and maintenance in full at time of purchase.
8. Customer agrees to pay DES in a timely fashion the agreed-upon price for all products and services received by Customer. Customer's failure to pay any such amount promptly when due shall be grounds, at the option of DES, for termination of this Agreement and/or Customer's rights to purchase Adobe products through DES.

The undersigned certifies that s/he has read, understands and agrees to the provisions herein and has the authority to bind Customer to a legal contract.

Approved
State of Washington
Department of Enterprise Services

Approved
Customer



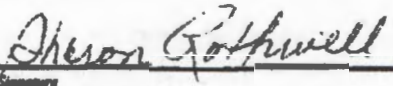
Signature

Nick Fuchs

Print or Type Name

Infrastructure and Support Manager 12-20-12

Title Date



Signature

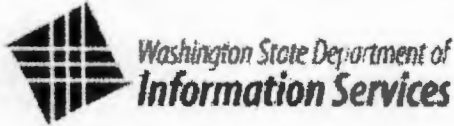
Sharon Rothwell

Print or Type Name

Manager, Purchasing 12/7/12

Title Date

THIS DOCUMENT APPROVED AS TO FORM BY THE ATTORNEY GENERAL'S OFFICE -



Please return to:
 DIS Technology Brokering Services
 P.O. Box 42453, Olympia, WA 98504-2453
 FAX: (360) 753-1673

ADOBE® PRODUCTS PURCHASE AGREEMENT

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This Agreement is entered into by and between the Department of Information Services ("DIS"), an agency of Washington State, and *the Port of Tacoma* ("Customer"), a Washington State agency or political subdivision or public benefit nonprofit corporation. "Customer" includes all its members, officers, agents, contractors, representatives or employees. Terms that are capitalized here but have no definition shall have the definition ascribed in the current Washington State Cumulative Licensing Program Government Membership Program, Contract number T11-COR-521, Agreement ID 400188326.

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In consideration for the right to purchase Adobe products at discounted prices negotiated by DIS, Customer agrees as follows:

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2. Customer will provide DIS with Adobe enrollment number within 2 days of notification from Adobe.
3. Customer will submit all orders for Adobe products directly to DIS.
4. Customer will comply with its obligations and the restrictions set forth in Customer's Enrollment Form(s).
5. Customer understands and acknowledges that no personal services, as defined by RCW 39.29 shall be purchased from the Adobe CLP.
6. Upon DIS' request, Customer shall promptly submit all purchase orders. Customer's failure to submit any such documents shall be grounds, at the option of DIS, for termination of this Agreement and/or Customer's rights to purchase Adobe products through DIS.
7. The purchase price is nonrefundable. Under the CLP, the Customer pays for the product and maintenance in full at time of purchase.
8. Customer agrees to pay DIS in a timely fashion the agreed-upon price for all products and services received by Customer. Customer's failure to pay any such amount promptly when due shall be grounds, at the option of DIS, for termination of this Agreement and/or Customer's rights to purchase Adobe products through DIS.

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The undersigned certifies that s/he has read, understands and agrees to the provisions herein and has the authority to bind Customer to a legal contract.

Approved
State of Washington
Department of Information Services

Approved
Customer

Port of Tacoma

Alyce Bengel, CPPO

Signature

Signature

Scott Smith

Alyce Bengel

Print or Type Name

Print or Type Name

TAS Manager

Purchasing Manager

6/15/11

Title

Date

Title

Date

- THIS DOCUMENT APPROVED AS TO FORM BY THE ATTORNEY GENERAL'S OFFICE -

[Page 3 - Attachment 1 — Authorized Purchaser]

AGENCY COORDINATOR (required)

The individual(s) listed below has read and understands the obligations set forth in the attached **Adobe Products Purchase Agreement**, and will be responsible for coordinating all activity for Adobe products between Customer and DIS. The Adobe Agency Coordinator(s) is responsible for the accurate accounting of all of Customer's Adobe products purchased from DIS.

This form, once properly completed and returned to DIS, will enable the Adobe Agency Coordinator(s) to purchase Adobe products by any means authorized by Customer. An Adobe Agency Coordinator may authorize other personnel within Customer's organization to purchase Adobe products from DIS by means of a properly executed **Adobe Products Authorized Purchaser** form. However, the purchase of Adobe products by personnel other than an Adobe Agency Coordinator in no way relieves an Adobe Agency Coordinator of his/her responsibility to accurately account for all Adobe products purchased from DIS.

Customer is responsible for maintaining the accuracy of the Adobe Agency Coordinators' contact information provided to DIS. Updated contact information can be emailed or faxed to DIS by the person who has executed the **Adobe Products Purchase Agreement**.

CUSTOMER NAME: Port of Tacoma

DIS Customer Agency/ Sub-Agency Number: F130-0 (required)

Adobe Enrollment Number : 4400249925 (required)

Signature of the person who executed the "Adobe Products Purchase Agreement" on behalf of Customer: Alyse Benze (required)

(Required) ADOBE AGENCY COORDINATOR
Name: <u>Barbara Adsero</u>
Telephone Number: <u>(253) 383-5841</u>
Mailing Address: <u>P.O. Box 1837</u>
Street Address: <u>One Sitcum Plaza</u>
City / Zip: <u>Tacoma 98401</u>
Mail Stop:
Fax Number: <u>N/A</u>
Email: <u>badsero@portoftacoma.com</u>
Signature: <u>Barbara Adsero</u>

(Optional) BACKUP ADOBE AGENCY COORDINATOR
Name:
Telephone Number:
Mailing Address:
Street Address:
City / Zip:
Mail Stop:
Fax Number:
Email:
Signature:

[Page 4 - Attachment 2 — Authorized Purchaser]

AUTHORIZED PURCHASER (optional)

This form is optional and is to be completed only after Customer has appointed an Agency Coordinator for purchasing Adobe Products.

Having provided the signature of the Adobe Agency Coordinator in the space provided, the individual listed below will be authorized to purchase Adobe software products from DIS by any means authorized by Customer. As a Adobe Products Authorized Purchaser, it is the responsibility of the individual identified below to report all new purchases of Adobe software products to the Adobe Agency Coordinator to ensure that an accurate count of all products purchased can be maintained by Customer.

CUSTOMER NAME:(please print) Port of Tacoma

DIS Customer Agency/ Sub-Agency Number: _____ (required)

Name of Adobe Agency Coordinator: (please print): _____

Signature of Adobe Agency Coordinator: _____ (required)

(Optional) ADOBE AUTHORIZED PURCHASER
Name:
Telephone Number:
Mailing Address:
Street Address:
City / Zip:
Mail Stop:
Fax Number:
Email:
Signature: