

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER HE1254601B0005		PAGE 1 OF 128				
2. CONTRACT NO. HE1254-06-D-0007		3. AWARD/EFFECTIVE DATE 23-Aug-2006		4. ORDER NUMBER		5. SOLICITATION NUMBER HE1254-06-R-0021		6. SOLICITATION ISSUE DATE 07-Jun-2006		
7. FOR SOLICITATION INFORMATION CALL:		8. NAME ISIAH MACK		9. TELEPHONE NUMBER (No Collect Calls) 703-588-3624		10. OFFER DUE DATE/LOCAL TIME 01:00 PM 22 Jun 2006				
9. ISSUED BY DOD EDUCATION ACTIVITY ATTN: PROCUREMENT DIVISION 4040 NORTH FAIRFAX DRIVE ARLINGTON VA 22203-1635 TEL: FAX:		CODE HE1254		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12. DISCOUNT TERMS Net 30 Days		
15. DELIVER TO DOD EDUCATION ACTIVITY SHARYN VAN EPPS ATTN: EDUCATION DIVISION 4040 N. FAIRFAX DRIVE ARLINGTON VA 22203-1635		CODE HE1254		16. ADMINISTERED BY SEE ITEM 9						
17a. CONTRACTOR/OFFEROR BELLA MOTOR WORKS, INC DBA: COMPUTER INTELLIGENCE ASSOC 10425 DALEBROOKE LANE POTOMAC MD 20854-8412 TEL. 301-762-1240		CODE 3SSN2		18a. PAYMENT WILL BE MADE BY DFAS-INDIANAPOLIS ATTN: DFAS-BVD/IN 8899 EAST 56TH STREET INDIANAPOLIS IN 46248-1500		CODE HQ0347				
FACILITY CODE		17b. CHECK IF REVITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>								
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY		22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE										
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$18,605.06				
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED						<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. REF:						29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED <u>19-JUN-2006</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE				
30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>ISIAH MACK</i>				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Vicki A. Luedel</i>			31c. DATE SIGNED 23 Aug 06			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) OLIVIA SEICEANU CONTRACT SPECIALIST		30c. DATE SIGNED 08/22/06		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Vicki A. Luedel TEL: _____ EMAIL: _____						

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002)
Prescribed by GSA
FAR (48 CFR) 53.212

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001	Acrobat Standard FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005				NSP
					ESTIMATED NET AMT
					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AA	Acrobat Standard Macintosh FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$21.95	\$21.95
					ESTIMATED NET AMT
					\$21.95

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AB	Acrobat Standard Windows FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$21.95	\$21.95

ESTIMATED NET AMT	\$21.95
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AC	Acrobat Standard New Maintenance FFP 6 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$3.59	\$3.59

ESTIMATED NET AMT	\$3.59
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AD	Acrobat Standard New Maintenance FFP 12 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$4.49	\$4.49

ESTIMATED NET AMT	\$4.49
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AE	Acrobat Standard New Maintenance FFP 18 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$7.18	\$7.18

ESTIMATED NET AMT	\$7.18
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AF	Acrobat Standard Renewal Maintenance FFP 6 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$3.59	\$3.59

ESTIMATED NET AMT \$3.59

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AG	Acrobat Standard Renewal Maintenance FFP 12 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$4.49	\$4.49

ESTIMATED NET AMT \$4.49

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AH	Acrobat Standard Renewal Maintenance FFP 18 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$7.18	\$7.18

ESTIMATED NET AMT	\$7.18
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AJ	Acrobat Standard Documentation Set FFP Multi-Platform FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$24.95	\$24.95

ESTIMATED NET AMT	\$24.95
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AK	Acrobat Standard CD Set FFP Multi-Platform FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$21.95	\$21.95

ESTIMATED NET AMT \$21.95

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002	Acrobat Professional FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005				NSP

ESTIMATED NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002AA	Acrobat Professional Macintosh FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$34.99	\$34.99

ESTIMATED NET AMT \$34.99

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002AB	Acrobat Professional Windows FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$34.99	\$34.99

ESTIMATED NET AMT \$34.99

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002AC	Acrobat Professional New Maintenance FFP 6 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$4.49	\$4.49

ESTIMATED NET AMT \$4.49

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002AD	Acrobat Professional New Maintenance FFP 12 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$7.18	\$7.18

ESTIMATED NET AMT \$7.18

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002AE	Acrobat Professional New Maintenance FFP 18 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$10.78	\$10.78

ESTIMATED NET AMT \$10.78

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002AF	Acrobat Professional Renewal Maintenance FFP 6 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$4.49	\$4.49

ESTIMATED NET AMT \$4.49

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002AG	Acrobat Professional Renewal Maintenance FFP 12 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$7.18	\$7.18

ESTIMATED NET AMT \$7.18

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002AH	Acrobat Professional Renewal Maintenance FFP 18 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$10.78	\$10.78

ESTIMATED NET AMT \$10.78

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002AJ	Acrobat Professional Documentation Set FFP Multi-Platform FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$24.95	\$24.95

ESTIMATED NET AMT \$24.95

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002AK	Acrobat Professional CD Set FFP Multi-Platform FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$21.95	\$21.95

ESTIMATED NET AMT \$21.95

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003	Authorware FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005				NSP

ESTIMATED NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AA	Authorware Macintosh FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$224.50	\$224.50

ESTIMATED NET AMT \$224.50

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AB	Authorware Windows FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$224.50	\$224.50

ESTIMATED NET AMT \$224.50

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AC	Authorware New Maintenance FFP 6 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$14.37	\$14.37

ESTIMATED NET AMT \$14.37

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AD	Authorware New Maintenance FFP 12 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$28.74	\$28.74

ESTIMATED NET AMT \$28.74

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AE	Authorware New Maintenance FFP 18 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$43.10	\$43.10

ESTIMATED NET AMT \$43.10

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AF	Authorware Renewal Maintenance FFP 6 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$14.37	\$14.37

ESTIMATED NET AMT \$14.37

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AG	Authorware Renewal Maintenance FFP 12 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$28.74	\$28.74

ESTIMATED NET AMT \$28.74

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AH	Authorware Renewal Maintenance FFP 18 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$43.10	\$43.10

ESTIMATED NET AMT \$43.10

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AJ	Authorware Documentation Set FFP Multi-Platform FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$39.50	\$39.50

ESTIMATED NET AMT \$39.50

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AK	Authorware CD Set FFP Multi-Platform FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$21.95	\$21.95

ESTIMATED NET AMT \$21.95

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004	Captivate-Robodemo 1.0 FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005				NSP

ESTIMATED NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004AA	Captivate-Robodemo 1.0 Macintosh FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$89.80	\$89.80

ESTIMATED NET AMT \$89.80

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004AB	Captivate-Robodemo 1.0 Windows FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$89.80	\$89.80

ESTIMATED NET AMT \$89.80

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004AC	Captivate-Robodemo 1.0 New Maintenance FFP 6 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$8.98	\$8.98

ESTIMATED NET AMT \$8.98

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004AD	Captivate-Robodemo 1.0 New Maintenance FFP 12 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$17.96	\$17.96

ESTIMATED NET AMT \$17.96

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004AE	Captivate-Robodemo 1.0 New Maintenance FFP 18 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$26.94	\$26.94

ESTIMATED NET AMT \$26.94

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004AF	Captivate-Robodemo 1.0 FFP Renewal Maintenance 6 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$8.98	\$8.98

ESTIMATED NET AMT \$8.98

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004AG	Captivate-Robodemo 1.0 FFP Renewal Maintenance 12 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$17.96	\$17.96

ESTIMATED NET AMT \$17.96

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004AH	Captivate-Robodemo 1.0 FFP Renewal Maintenance 18 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$26.94	\$26.94

ESTIMATED NET AMT \$26.94

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004AJ	Captivate-Robodemo 1.0 FFP Documentation Set (Multi-Platform) FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$29.95	\$29.95

ESTIMATED NET AMT \$29.95

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004AK	Captivate-Robodemo 1.0 FFP CD Set (Multi-Platform) FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$21.95	\$21.95

ESTIMATED NET AMT \$21.95

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0005	Cold Fusion Standard FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005				NSP

ESTIMATED NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0005AA	Cold Fusion Standard Macintosh FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$602.56	\$602.56

ESTIMATED NET AMT \$602.56

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0005AB	Cold Fusion Standard Windows FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$602.56	\$602.56

ESTIMATED NET AMT \$602.56

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0005AC	Cold Fusion Standard New Maintenance FFP 6 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$38.61	\$38.61

ESTIMATED NET AMT \$38.61

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0005AD	Cold Fusion Standard New Maintenance FFP 12 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$77.23	\$77.23

ESTIMATED NET AMT \$77.23

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0005AE	Cold Fusion Standard New Maintenance FFP 18 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$115.84	\$115.84

ESTIMATED NET AMT \$115.84

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0005AF	Cold Fusion Standard Renewal Maintenance FFP 6 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$38.61	\$38.61

ESTIMATED NET AMT \$38.61

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0005AG	Cold Fusion Standard Renewal Maintenance FFP 12 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$77.23	\$77.23

ESTIMATED NET AMT \$77.23

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0005AH	Cold Fusion Standard Renewal Maintenance FFP 18 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$115.46	\$115.46

ESTIMATED NET AMT \$115.46

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0005AJ	Cold Fusion Standard Documentation Set FFP Multi-Platform FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$29.95	\$29.95

ESTIMATED NET AMT \$29.95

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0005AK	Cold Fusion Standard CD Set FFP Multi-Platform FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$21.95	\$21.95

ESTIMATED NET AMT \$21.95

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0006	Contribute FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005				NSP

ESTIMATED NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0006AA	Contribute Macintosh FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$40.41	\$40.41

ESTIMATED NET AMT \$40.41

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0006AB	Contribute Windows FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$40.41	\$40.41

ESTIMATED NET AMT \$40.41

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0006AC	Contribute New Maintenance FFP 6 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$4.49	\$4.49

ESTIMATED NET AMT \$4.49

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0006AD	Contribute New Maintenance FFP 12 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$8.08	\$8.08

ESTIMATED NET AMT \$8.08

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0006AE	Contribute New Maintenance FFP 18 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$12.57	\$12.57

ESTIMATED NET AMT \$12.57

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0006AF	Contribute Renewal Maintenance FFP 6 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$4.49	\$4.49

ESTIMATED NET AMT \$4.49

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0006AG	Contribute Renewal Maintenance FFP 12 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$8.08	\$8.08

ESTIMATED NET AMT	\$8.08
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0006AH	Contribute Renewal Maintenance FFP 18 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$12.57	\$12.57

ESTIMATED NET AMT	\$12.57
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0006AJ	Contribute Documentation Set FFP Multi-Platform FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$29.95	\$29.95

ESTIMATED NET AMT	\$29.95
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0006AK	Contribute CD Set FFP Multi-Platform FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$21.95	\$21.95

ESTIMATED NET AMT	\$21.95
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0007	Creative Suite Premium FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005				NSP

ESTIMATED NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0007AA	Creative Suite Premium Macintosh FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$160.80	\$160.80

ESTIMATED NET AMT \$160.80

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0007AB	Creative Suite Premium Windows FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$160.80	\$160.80

ESTIMATED NET AMT	\$160.80
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0007AC	Creative Suite Premium New Maintenance FFP 6 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$14.37	\$14.37

ESTIMATED NET AMT	\$14.37
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0007AD	Creative Suite Premium New Maintenance FFP 12 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$28.74	\$28.74

ESTIMATED NET AMT	\$28.74
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0007AE	Creative Suite Premium New Maintenance FFP 18 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$43.10	\$43.10

ESTIMATED NET AMT	\$43.10
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0007AF	Creative Suite Premium Renew Maintenance FFP 6 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$14.37	\$14.37

ESTIMATED NET AMT \$14.37

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0007AG	Creative Suite Premium Renew Maintenance FFP 12 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$28.74	\$28.74

ESTIMATED NET AMT \$28.74

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0007AH	Creative Suite Premium Renew Maintenance FFP 18 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$43.10	\$43.10

ESTIMATED NET AMT \$43.10

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0007AJ	Creative Suite Premium Documentation Set FFP Multi-Platform FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$34.95	\$34.95

ESTIMATED NET AMT \$34.95

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0007AK	Creative Suite Premium CD Set FFP Multi-Platform FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$21.95	\$21.95

ESTIMATED NET AMT \$21.95

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0008	Creative Suite Premium Web Bundle FFP (Creative Suite Premium & Studio 8) FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005				NSP

ESTIMATED NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0008AA	Creative Suite Premium WebBundle FFP (Creative Suite Premium & Studio 8) Macintosh FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$242.46	\$242.46

ESTIMATED NET AMT	\$242.46
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0008AB	Creative Suite Premium WebBundle FFP (Creative Suite Premium & Studio 8) Windows FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$242.46	\$242.46

ESTIMATED NET AMT	\$242.46
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0008AC	Creative Suite Premium WebBundle FFP (Creative Suite Premium & Studio 8) New Maintenance 6 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$14.37	\$14.37

ESTIMATED NET AMT	\$14.37
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0008AD	Creative Suite Premium WebBundle FFP (Creative Suite Premium & Studio 8) New Maintenance 12 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$28.74	\$28.74

ESTIMATED NET AMT	\$28.74
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0008AE	Creative Suite Premium WebBundle FFP (Creative Suite Premium & Studio 8) New Maintenance 18 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$43.10	\$43.10

ESTIMATED NET AMT	\$43.10
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0008AF	Creative Suite Premium WebBundle FFP (Creative Suite Premium & Studio 8) Renewal Maintenance 6 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$14.37	\$14.37

ESTIMATED NET AMT	\$14.37
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0008AG	Creative Suite Premium WebBundle FFP (Creative Suite Premium & Studio 8) Renewal Maintenance 12 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$28.74	\$28.74

ESTIMATED NET AMT	\$28.74
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0008AH	Creative Suite Premium WebBundle FFP (Creative Suite Premium & Studio 8) Renewal Maintenance 18 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$43.10	\$43.10

ESTIMATED NET AMT	\$43.10
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0008AJ	Creative Suite Premium WebBundle FFP (Creative Suite Premium & Studio 8) Documentation Set (Multi-Platform) FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$61.95	\$61.95

ESTIMATED
NET AMT

\$61.95

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0008AK	Creative Suite Premium WebBundle FFP (Creative Suite Premium & Studio 8) CD Set (Multi-Platform) FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$21.95	\$21.95

ESTIMATED
NET AMT

\$21.95

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0009	Encore DVD FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005				NSP

				ESTIMATED NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0009AA	Encore DVD Macintosh FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$53.88	\$53.88

				ESTIMATED NET AMT	\$53.88
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0009AB	Encore DVD Windows FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$53.88	\$53.88

ESTIMATED NET AMT	\$53.88
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0009AC	Encore DVD New Maintenance FFP 6 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$6.29	\$6.29

ESTIMATED NET AMT	\$6.29
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0009AD	Encore DVD New Maintenance FFP 12 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$10.78	\$10.78

ESTIMATED NET AMT	\$10.78
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0009AE	Encore DVD New Maintenance FFP 18 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$16.16	\$16.16

ESTIMATED NET AMT	\$16.16
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0009AF	Encore DVD Renewal Maintenance FFP 6 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$6.29	\$6.29

ESTIMATED NET AMT	\$6.29
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0009AG	Encore DVD Renewal Maintenance FFP 12 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$10.78	\$10.78

ESTIMATED NET AMT	\$10.78
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0009AH	Encore DVD Renewal Maintenance FFP 18 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$16.16	\$16.16

ESTIMATED NET AMT \$16.16

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0009AJ	Encore DVD Documentation Set FFP Multi-Platform FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$29.95	\$29.95

ESTIMATED NET AMT \$29.95

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0009AK	Encore DVD CD Set FFP Multi-Platform FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$21.95	\$21.95

ESTIMATED NET AMT \$21.95

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0010	Freehand FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005				NSP

ESTIMATED NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0010AA	Freehand Macintosh FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$44.90	\$44.90

ESTIMATED NET AMT \$44.90

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0010AB	Freehand Windows FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$44.90	\$44.90

ESTIMATED NET AMT \$44.90

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0010AC	Freehand New Maintenance FFP 6 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$4.49	\$4.49

ESTIMATED NET AMT \$4.49

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0010AD	Freehand New Maintenance FFP 12 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$8.98	\$8.98

ESTIMATED NET AMT \$8.98

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0010AE	Freehand New Maintenance FFP 18 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$13.47	\$13.47

ESTIMATED NET AMT \$13.47

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0010AF	Freehand Renewal Maintenance FFP 6 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$4.49	\$4.49

ESTIMATED NET AMT \$4.49

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0010AG	Freehand Renewal Maintenance FFP 12 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$8.98	\$8.98

ESTIMATED NET AMT \$8.98

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0010AH	Freehand Renewal Maintenance FFP 18 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$13.47	\$13.47

ESTIMATED NET AMT \$13.47

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0010AJ	Freehand Documentation Set FFP Multi-Platform FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$29.95	\$29.95

ESTIMATED NET AMT \$29.95

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0010AK	Freehand CD Set FFP Multi-Platform FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$21.95	\$21.95

ESTIMATED NET AMT \$21.95

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0011	GoLive FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005				NSP

ESTIMATED NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0011AA	GoLive Macintosh FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$25.74	\$25.74

ESTIMATED NET AMT \$25.74

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0011AB	GoLive Windows FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$23.74	\$23.74

ESTIMATED NET AMT \$23.74

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0011AC	GoLive New Maintenance FFP 6 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$4.49	\$4.49

ESTIMATED NET AMT \$4.49

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0011AD	GoLive New Maintenance FFP 12 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$7.18	\$7.18

ESTIMATED NET AMT	\$7.18
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0011AE	GoLive New Maintenance FFP 18 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$8.98	\$8.98

ESTIMATED NET AMT	\$8.98
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0011AF	GoLive Renewal Maintenance FFP 6 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$4.49	\$4.49

ESTIMATED NET AMT \$4.49

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0011AG	GoLive Renewal Maintenance FFP 12 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$7.18	\$7.18

ESTIMATED NET AMT \$7.18

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0011AH	GoLive Renewal Maintenance FFP 18 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$8.98	\$8.98

ESTIMATED NET AMT \$8.98

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0011AJ	GoLive Documentation Set FFP Multi-Platform FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$31.95	\$31.95

ESTIMATED NET AMT \$31.95

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0011AK	GoLive CD Set FFP Multi-Platform FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$21.95	\$21.95

ESTIMATED NET AMT \$21.95

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0012	Illustrator FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005				NSP

ESTIMATED NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0012AA	Illustrator Macintosh FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$35.42	\$35.42

ESTIMATED NET AMT \$35.42

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0012AB	Illustrator Windows FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$35.42	\$35.42

ESTIMATED NET AMT \$35.42

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0012AC	Illustrator New Maintenance FFP 6 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$4.49	\$4.49

ESTIMATED NET AMT \$4.49

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0012AD	Illustrator New Maintenance FFP 12 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$8.08	\$8.08

ESTIMATED NET AMT \$8.08

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0012AE	Illustrator New Maintenance FFP 18 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$10.78	\$10.78

ESTIMATED NET AMT \$10.78

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0012AF	Illustrator Renewal Maintenance FFP 6 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$4.49	\$4.49

ESTIMATED NET AMT \$4.49

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0012AG	Illustrator Renewal Maintenance FFP 12 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$8.08	\$8.08

ESTIMATED NET AMT \$8.08

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0012AH	Illustrator Renewal Maintenance FFP 18 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$10.78	\$10.78

ESTIMATED NET AMT \$10.78

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0012AJ	Illustrator Documentation Set FFP Multi-Platform FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$31.95	\$31.95

ESTIMATED NET AMT	\$31.95
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0012AK	Illustrator CD Set FFP Multi-Platform FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$21.95	\$21.95

ESTIMATED NET AMT	\$21.95
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0013	InCopy FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005				NSP

ESTIMATED NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0013AA	InCopy Macintosh FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$32.33	\$32.33

ESTIMATED NET AMT	\$32.33
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0013AB	InCopy Windows FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$32.33	\$32.33

ESTIMATED NET AMT \$32.33

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0013AC	InCopy New Maintenance FFP 6 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$3.59	\$3.59

ESTIMATED NET AMT \$3.59

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0013AD	InCopy New Maintenance FFP 12 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$5.39	\$5.39

ESTIMATED NET AMT	\$5.39
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0013AE	InCopy New Maintenance FFP 18 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$8.08	\$8.08

ESTIMATED NET AMT	\$8.08
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0013AF	InCopy Renewal Maintenance FFP 6 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$3.59	\$3.59

ESTIMATED NET AMT	\$3.59
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0013AG	InCopy Renewal Maintenance FFP 12 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$5.39	\$5.39

ESTIMATED NET AMT	\$5.39
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0013AH	InCopy Renewal Maintenance FFP 18 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$8.08	\$8.08

				ESTIMATED NET AMT	\$8.08
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0013AJ	InCopy Documentation Set FFP Multi-Platform FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$19.50	\$19.50

				ESTIMATED NET AMT	\$19.50
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0013AK	InCopy CD Set FFP Multi-Platform FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$21.95	\$21.95

ESTIMATED NET AMT	\$21.95
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0014	InDesign FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005				NSP

ESTIMATED NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0014AA	InDesign Macintosh FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$71.34	\$71.34

ESTIMATED NET AMT	\$71.34
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0014AB	InDesign Windows FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$71.34	\$71.34

ESTIMATED NET AMT	\$71.34
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0014AC	InDesign New Maintenance FFP 6 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$8.08	\$8.08

ESTIMATED NET AMT	\$8.08
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0014AD	InDesign New Maintenance FFP 12 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$14.37	\$14.37

ESTIMATED NET AMT	\$14.37
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0014AE	InDesign New Maintenance FFP 18 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$21.55	\$21.55

ESTIMATED NET AMT	\$21.55
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0014AF	InDesign Renewal Maintenance FFP 6 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$8.08	\$8.08

ESTIMATED NET AMT	\$8.08
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0014AG	InDesign Renewal Maintenance FFP 12 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$14.37	\$14.37

ESTIMATED NET AMT	\$14.37
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0014AH	InDesign Renewal Maintenance FFP 18 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$21.55	\$21.55

ESTIMATED NET AMT	\$21.55
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0014AJ	InDesign Documentation Set FFP Multi-Platform FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$31.95	\$31.95

ESTIMATED NET AMT	\$31.95
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0014AK	InDesign CD Set FFP Multi-Platform FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$21.95	\$21.95

ESTIMATED NET AMT	\$21.95
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0015	Photoshop FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005				NSP

ESTIMATED NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0015AA	Photoshop Macintosh FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$106.76	\$106.76

ESTIMATED NET AMT	\$106.76
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0015AB	Photoshop Windows FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$106.76	\$106.76

ESTIMATED NET AMT	\$106.76
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0015AC	Photoshop New Maintenance FFP 6 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$10.78	\$10.78

ESTIMATED NET AMT	\$10.78
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0015AD	Photoshop New Maintenance FFP 12 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$21.55	\$21.55

ESTIMATED NET AMT	\$21.55
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0015AE	Photoshop New Maintenance FFP 18 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$32.33	\$32.33

ESTIMATED NET AMT	\$32.33
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0015AF	Photoshop Renewal Maintenance FFP 6 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$10.78	\$10.78

ESTIMATED NET AMT	\$10.78
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0015AG	Photoshop Renewal Maintenance FFP 12 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$21.55	\$21.55

ESTIMATED NET AMT	\$21.55
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0015AH	Photoshop Renewal Maintenance FFP 18 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$32.33	\$32.33

ESTIMATED NET AMT	\$32.33
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0015AJ	Photoshop Documentation Set FFP Multi-Platform FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$31.95	\$31.95

ESTIMATED NET AMT	\$31.95
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0015AK	Photoshop CD Set FFP Multi-Platform FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$21.95	\$21.95

ESTIMATED NET AMT \$21.95

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0016	Photoshop Elements FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005				NSP

ESTIMATED NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0016AA	Photoshop Elements Macintosh FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$24.14	\$24.14

ESTIMATED NET AMT	\$24.14
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0016AB	Photoshop Elements Windows FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$24.14	\$24.14

ESTIMATED NET AMT	\$24.14
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0016AC	Photoshop Elements New Maintenance FFP 6 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$3.59	\$3.59

ESTIMATED NET AMT	\$3.59
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0016AD	Photoshop Elements New Maintenance FFP 12 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$5.39	\$5.39

ESTIMATED NET AMT	\$5.39
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0016AE	Photoshop Elements New Maintenance FFP 18 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$8.08	\$8.08

ESTIMATED NET AMT	\$8.08
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0016AF	Photoshop Elements Renewal Maintenance FFP 6 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$3.59	\$3.59

ESTIMATED NET AMT	\$3.59
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0016AG	Photoshop Elements Renewal Maintenance FFP 12 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$5.39	\$5.39

ESTIMATED NET AMT	\$5.39
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0016AH	Photoshop Elements Renewal Maintenance FFP 18 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$8.08	\$8.08

ESTIMATED NET AMT	\$8.08
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0016AJ	Photoshop Elements Documentation Set FFP Multi-Platform FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$21.95	\$21.95

ESTIMATED NET AMT	\$21.95
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0016AK	Photoshop Elements CD Set FFP Multi-Platform FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$21.95	\$21.95

ESTIMATED NET AMT	\$21.95
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0017	Photoshop Elements & FFP Premiere Elements Bundle FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005				NSP
					\$0.00
					ESTIMATED NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0017AA	Photoshop Elements & FFP Premiere Elements Bundle Macintosh FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$43.10	\$43.10
					\$43.10
					ESTIMATED NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0017AB	Photoshop Elements & FFP Premiere Elements Bundle Windows FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$43.10	\$43.10

ESTIMATED NET AMT \$43.10

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0017AC	Photoshop Elements & FFP Premiere Elements Bundle New Maintenance 6 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$3.59	\$3.59

ESTIMATED NET AMT \$3.59

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0017AD	Photoshop Elements & FFP Premiere Elements Bundle New Maintenance 12 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$5.39	\$5.39

ESTIMATED
NET AMT

\$5.39

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0017AE	Photoshop Elements & FFP Premiere Elements Bundle New Maintenance 18 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$8.08	\$8.08

ESTIMATED
NET AMT

\$8.08

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0017AF	Photoshop Elements & FFP Premiere Elements Bundle Renewal Maintenance 6 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$3.59	\$3.59

ESTIMATED NET AMT \$3.59

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0017AG	Photoshop Elements & FFP Premiere Elements Bundle Renewal Maintenance 12 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$5.39	\$5.39

ESTIMATED NET AMT \$5.39

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0017AH	Photoshop Elements & FFP Premiere Elements Bundle Renewal Maintenance 18 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$8.08	\$8.08

ESTIMATED NET AMT \$8.08

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0017AJ	Photoshop Elements & FFP Premiere Elements Bundle Documentation Set Multi-Platform FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$21.95	\$21.95

ESTIMATED NET AMT \$21.95

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0017AK	Photoshop Elements & FFP Premiere Elements Bundle CD Set Multi-Platform FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$21.95	\$21.95

ESTIMATED NET AMT	\$21.95
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0018	Premiere Elements FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005				NSP

ESTIMATED NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0018AA	Premiere Elements Macintosh FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$25.14	\$25.14

ESTIMATED NET AMT \$25.14

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0018AB	Premiere Elements Windows FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$25.14	\$25.14

ESTIMATED NET AMT \$25.14

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0018AC	Premiere Elements New Maintenance FFP 6 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$3.59	\$3.59

ESTIMATED NET AMT \$3.59

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0018AD	Premiere Elements New Maintenance FFP 12 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$5.39	\$5.39

ESTIMATED NET AMT \$5.39

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0018AE	Premiere Elements New Maintenance FFP 18 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$8.08	\$8.08

ESTIMATED NET AMT	\$8.08
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0018AF	Premiere Elements Renewal Maintenance FFP 6 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$3.59	\$3.59

ESTIMATED NET AMT	\$3.59
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0018AG	Premiere Elements Renewal Maintenance FFP 12 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$5.39	\$5.39

ESTIMATED NET AMT	\$5.39
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0018AH	Premiere Elements Renewal Maintenance FFP 18 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$8.08	\$8.08

ESTIMATED NET AMT	\$8.08
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0018AJ	Premiere Elements Documentation Set FFP Multi-Platform FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$21.95	\$21.95

ESTIMATED NET AMT	\$21.95
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0018AK	Premiere Elements CD Set FFP Multi-Platform FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$21.95	\$21.95

ESTIMATED NET AMT	\$21.95
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0019	Premier Pro FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005				NSP

ESTIMATED NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0019AA	Premiere Pro Macintosh FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$125.72	\$125.72

ESTIMATED NET AMT	\$125.72
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0019AB	Premiere Pro Windows FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$125.72	\$125.72

ESTIMATED NET AMT	\$125.72
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0019AC	Premiere Pro New Maintenance FFP 6 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$12.57	\$12.57

ESTIMATED NET AMT	\$12.57
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0019AD	Premiere Pro New Maintenance FFP 12 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$25.14	\$25.14

ESTIMATED NET AMT	\$25.14
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0019AE	Premiere Pro New Maintenance FFP 18 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$37.72	\$37.72

ESTIMATED NET AMT	\$37.72
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0019AF	Premiere Pro Renewal Maintenance FFP 6 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$12.57	\$12.57

ESTIMATED NET AMT	\$12.57
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0019AG	Premiere Pro Renewal Maintenance FFP 12 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$25.14	\$25.14

ESTIMATED NET AMT	\$25.14
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0019AH	Premiere Pro Renewal Maintenance FFP 18 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$37.72	\$37.72

ESTIMATED NET AMT	\$37.72
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0019AJ	Premiere Pro Documentation Set FFP Multi-Platform FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$52.95	\$52.95

ESTIMATED NET AMT	\$52.95
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0019AK	Premiere Pro CD Set FFP Multi-Platform FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$21.95	\$21.95

ESTIMATED NET AMT	\$21.95
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0020	Production Studio Premium FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005				NSP

ESTIMATED NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0020AA	Production Studio Premium Macintosh FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$165.11	\$165.11

ESTIMATED NET AMT	\$165.11
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0020AB	Production Studio Premium Windows FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$165.11	\$165.11

ESTIMATED NET AMT	\$165.11
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0020AC	Production Studio Premium FFP New Maintenance 6 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$46.70	\$46.70

ESTIMATED NET AMT	\$46.70
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0020AD	Production Studio Premium FFP New Maintenance 12 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$93.39	\$93.39

ESTIMATED NET AMT	\$93.39
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0020AE	Production Studio Premium FFP New Maintenance 18 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$140.09	\$140.09

ESTIMATED NET AMT	\$140.09
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0020AF	Production Studio Premium FFP Renewal Maintenance 6 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$46.70	\$46.70

ESTIMATED NET AMT	\$46.70
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0020AG	Production Studio Premium FFP Renewal Maintenance 12 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$93.39	\$93.39

ESTIMATED NET AMT	\$93.39
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0020AH	Production Studio Premium FFP Renewal Maintenance 18 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$140.09	\$140.09

ESTIMATED NET AMT	\$140.09
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0020AJ	Production Studio Premium FFP Documentation Set Multi-Platform FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$34.95	\$34.95

ESTIMATED NET AMT	\$34.95
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0020AK	Production Studio Premium FFP CD Set Multi-Platform FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$21.95	\$21.95

ESTIMATED NET AMT	\$21.95
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0021	Studio 8 FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005				NSP

ESTIMATED NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0021AA	Studio 8 Macintosh FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$134.70	\$134.70

ESTIMATED NET AMT	\$134.70
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0021AB	Studio 8 Windows FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$134.70	\$134.70

ESTIMATED NET AMT	\$134.70
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0021AC	Studio 8 New Maintenance FFP 6 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$13.47	\$13.47

ESTIMATED NET AMT	\$13.47
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0021AD	Studio 8 New Maintenance FFP 12 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$26.94	\$26.94

ESTIMATED NET AMT	\$26.94
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0021AE	Studio 8 New Maintenance FFP 18 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$40.41	\$40.41

ESTIMATED NET AMT	\$40.41
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0021AF	Studio 8 Renewal Maintenance FFP 6 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$13.47	\$13.47

ESTIMATED NET AMT	\$13.47
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0021AG	Studio 8 Renewal Maintenance FFP 12 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$26.94	\$26.94

ESTIMATED NET AMT	\$26.94
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0021AH	Studio 8 Renewal Maintenance FFP 18 Months FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$40.41	\$40.41

ESTIMATED NET AMT	\$40.41
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0021AJ	Studio 8 Documentation Set FFP Multi-Platform FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$34.95	\$34.95

ESTIMATED NET AMT	\$34.95
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0021AK	Studio 8 CD Set FFP Multi-Platform FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$21.95	\$21.95

ESTIMATED NET AMT	\$21.95
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0021AL	Studio 8 Site License FFP New < 500 Students FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$2,469.50	\$2,469.50

ESTIMATED NET AMT	\$2,469.50
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0021AM	Studio 8 Site License FFP New > 500 Students FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$3,367.50	\$3,367.50

ESTIMATED NET AMT	\$3,367.50
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0021AN	Studio 8 Site License FFP Upgrade < 500 Students FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$1,851.68	\$1,851.68

ESTIMATED NET AMT	\$1,851.68
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0021AP	Studio 8 Site License FFP Upgrade > 500 Students FOB: Destination PURCHASE REQUEST NUMBER: HE125460180005	1	Each	\$2,525.18	\$2,525.18

ESTIMATED NET AMT \$2,525.18

ADMINISTRATION INFORMATION

A. Points of Contact:

Contracting Officer: Vicki A. Liedel
4040 N. Fairfax Drive
Arlington, VA
Telephone: 703-588-3603
FAX: 703-588-3713

Contract Specialist: Isiah Mack
4040 N. Fairfax Drive,
Arlington VA
Telephone: 703-588-3624
FAX: 703-588-3684
isiah.mack@hq.dodea.edu

Contracting Officer's Representative:
(COR) TBA Post Award Conference
4040 N. Fairfax Drive
Arlington VA
Telephone: 703-588-XXXX
FAX: 703-588-XXXX

B. ADMINISTRATION, ACCOUNTING, AND APPROPRIATION DATA

The Administration Office and Accounting & Appropriation Data will be entered at time of award. Payment will be made by Electronic Funds Transfer (EFT) to the account registered in the Central Contractor Registration (CCR) database.

C. INVOICE SUBMISSION

1. **Payment** shall be based on receipt of a proper invoice and satisfactory contract performance (as indicated on the respective Receiving Report completed by the COR). The Contractor shall comply with the content of invoice requirements specified at FAR 32.905, "Payment Documentation and Process," and at FAR Clause 52.212-4, paragraph (g) "Invoices." Failure to provide a proper invoice can result in return of invoice for correction and delay of payment.

2. The Contractor shall submit an original invoice to:

Mail: **PROCUREMENT DIVISION**
 ATTN: INVOICE PROCESSING
 4040 N FAIRFAX DRIVE
 ARLINGTON, VA 22203-1635

Fax: **703-588-3713**

D. Tax Exemption Status. DoDEA is an activity of the Federal Government. As such, state agencies are precluded from taxing them by reason of the Supreme Court decision in *McCullough v. Maryland*, 17 US 316 (1817). In addition, the various states have codified this immunity by appropriate statutes. DoDEA Federal Tax Identification Number: 53-0207336.

E. Contract Type. Contract award type shall be a Firm-Fixed Price Requirements Contract. The period of performance shall be Date of Award through 18 months.

F. Commercial Provision - Section 508 - IT Requirement. In addition, all electronic hardware and software procured under this contract/purchase order must comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) and the Architectural and Transportation Barriers Compliance Board Electronic Information Technology (EIT) Accessibility Standards (36 CFR part 1194). Further information is available via the Internet at <http://www.section508.gov>.

STATEMENT OF WORK

1.0 BACKGROUND:

The Department of Defense Education Activity (DoDEA) serves the educational needs of the dependents of the military and civilian employees stationed abroad and in the continental United States through its Department of Defense Dependents Schools (DoDDS) and the Domestic Dependents Elementary and Secondary Schools (DDESS). DoDEA serves over 90,000 students in seven states, 13 foreign countries, Guam, and Puerto Rico. These school systems offer an equivalent American education and use materials and equipment comparable to other stateside schools.

2.0 SCOPE:

The DoDEA Professional Technical Studies (PTS) curriculum for electronic and graphics communication has a requirement to continue providing students with up-to-date software resources and curriculum materials which meet industry standards for professional visual arts, communication design, and web skills (design, implementation, and management). Our PTS courses must provide students with the opportunity to learn the essential skills necessary to transition from school to industry.

DoDEA currently has a substantial investment in Adobe products, teacher training, and curriculum materials that meets its PTS curriculum content standards for visual arts, communication design, and web development requirements.

In order to meet this requirement, we must continue to provide up-to-date software applications for students with access to the following: professional image, graphic, web, animation and photo editing, and design programs which are standard throughout industry.

DoDEA currently has a 2-year Contractual License Program (CLP) agreement in place with Adobe and DoDEA was qualified at the Level 3 tier. The agreement was signed in February of 2006. If there are any inconsistencies between the terms and conditions of the Adobe Open Options Contractual Licensing Program Education Membership Agreement (See Attachment) and the contract terms and conditions, the contract terms and conditions govern.

3.0 DEFINITIONS

"Maintenance subscription" and "maintenance subscription plan" refers to warranty protection, product updates, and free upgrades of software during the appropriate acquired maintenance subscription time period (18 months, 12 months, or 6 months), according to the executed CLP agreement between DoDEA and Adobe.

4.0 REQUIREMENTS:

4.1 The vendor shall provide Adobe maintenance subscription plan protection for the Adobe products for which DoDEA has licenses. The upgrade and maintenance subscription plans for these products shall include the Adobe desktop product licenses, media/software (if required), maintenance subscriptions, and product documentation manuals.

4.2 The vendor shall provide for the acquisition of additional Adobe licenses, upgrades, and products.

4.3 The vendor will be required to (1) ship and (2) arrange for downloading of any newly purchased product throughout the duration of the contract. When shipping is required, the vendor will be required to ship all products receipt requested and insured.

4.4 DoDEA intends to obtain maintenance subscription and new license pricing on various Adobe products. The maintenance subscription Contract Line Item Numbers (CLINs) are delineated by 6 months periods i.e., 18 months, 12 months, and 6 months. The Government will select the appropriate maintenance subscription CLIN to correspond with the software purchased and the date that the purchase is made. DoDEA's goal is to have all licenses under the CLP program on the same maintenance subscription schedule.

4.5 The vendor will be required to manage the CLP licenses for DoDEA. This will require the vendor to maintain a database of DoDEA CLP information. This database will include the product description, license number, location by Department of Defense Address Activity Code (DoDAAC) (DoDAACs will be supplied by the Government), contract number, product serial # and key, date of order, school contact name, platform and quantity.

4.6 The vendor will be required to provide on-line Adobe products ordering capabilities via a DoDEA pricing specific website.

4.7 The vendor will be required to notify the Contracting Officers Representative (COR) when new product updates are available for downloading/claiming.

4.8 Reporting: The contractor shall provide the following reports:

4.8.1 Quarterly reports that provide the COR a summary of Adobe product acquisition, upgrades, and license activity.

4.8.2 Three (3) in-depth reports to include the product description, license number, location by DoDAAC, contract number, product serial # and key, date of order, school contact name, platform and quantity.

4.8.3 When Adobe product updates become available, a report identifying which areas and schools qualify for the receipt of the upgrade shall be submitted to the COR within 15 days.

4.9 Additional CLP and transaction account activity informational reports shall be made available within 5 business days upon request by the COR.

5.0 DELIVERABLES:

DESCRIPTION	DELIVERY DATE
Participate in post-award teleconference	10 days after contract award date
Online ordering capability (3.6)	Within 30 days after contract award date
Quarterly reports (3.8.1)	Submitted at 3-month intervals
Three (3) in-depth license reports (3.8.2)	30 days after contract award, half-way through contract period of performance, and 10 days prior to contract end date.
Product update reports (3.8.3)	As required

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Jul OCT 1995) -- Alternate I	
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000

52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2005
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2006
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-3	Protest After Award	AUG 1996
52.247-34	F.O.B. Destination	NOV 1991
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.247-7023	Transportation of Supplies by Sea	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2006) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(c) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Contract Award through 18 months.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

There are no minimum or maximum order quantities under this contract. The Contractor shall honor all orders received unless an order (or orders) is returned to the ordering office within 5 calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 18 months from Contract Award.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR clauses/provisions: <http://www.arnet.gov/far>

DFARS clauses/provisions: <http://www.acq.osd.mil>

FAR and DFARS clauses/provisions: <http://farsite.hill.af.mil>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any FAR and DFARS (48 CFR 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2006) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5 (JUL 2005) (DEVIATION)), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.232-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

ADDENDUM TO 52.212-4

Contract Terms and Conditions—Commercial Items

If there are any inconsistencies between the terms and conditions of the Adobe Open Options Contractual Licensing Program Education Membership Agreement (See Attachment) and the contract terms and conditions, the contract terms and conditions govern.



ADOBE® OPEN OPTIONS CONTRACTUAL LICENSING PROGRAM EDUCATION MEMBERSHIP AGREEMENT

This Adobe Open Options Contractual Licensing Program (“CLP”) Membership Agreement is effective as of the date last signed below (the “Effective Date”) and entered into between ADOBE SYSTEMS INCORPORATED, a Delaware corporation having a place of business at 345 Park Avenue, San Jose, CA 95110-2704 (“Adobe”), and DEPARTMENT OF DEFENSE EDUCATION, an entity registered in _____ and having its primary address at ACTIVITY/ 4040 N FAIRFAX DR ARLINGTON, VIRGINIA 22203 US (“Program Member”). Adobe and Program Member may be referred to as the “Parties.”

NOW THEREFORE in consideration of the promises contained in this Agreement the Parties agree as follows:

1. Definitions. In this Agreement, the following words have the following meanings:

- 1.1. “Affiliate Member” means a division, department, organization or other related schools, campuses or colleges of an Educational Institution, each of whose primary purpose is teaching, and that directly or indirectly owns/controls, is owned/controlled by, or is under common ownership/control with Program Member, where ownership means more than 50% ownership, and control means, the right granted by law to exercise decision making power over the administrative, financial and/or operations affairs of another; provided control only applies to the Educational Institution and its governing bodies.
- 1.2. “Agreement” means these terms and conditions, including all attached or referenced Schedules, the applicable EULA(s) accompanying the Software in the form of a click-through license agreement and the Program Guide terms.
- 1.3. “ALC” means a reseller authorized in writing by Adobe to offer the Adobe Open Options CLP 4.0 to Program Member either directly or through Authorized Educational Resellers.
- 1.4. “Authorized Educational Reseller” means an entity, located in the United States or Canada that has signed an Adobe reseller agreement and received a reseller authorization number from Adobe, and is engaged in the authorized distribution or licensing of Educational Software Products to End Users.
- 1.5. “Concurrency” means the ability for more than one user to access the Software at the same time, where the total number of concurrent users differs from the number of Licenses ordered.
- 1.6. “Educational Institution” means an accredited academic institution, including but not limited to a primary or secondary school, college or university, vocational training center or adult education center, or a governmental agency that administers schools (such as a school district, ministry or a board of education) and is consistent with the examples of qualified Educational Institutions as set forth in Clause 2.8(a), but shall expressly exclude non-accredited schools or entities that do not grant academic degrees, including, without limitation, the non-qualified educational institutions set out in Clause 2.8(b).
- 1.7. “Educational Software Products” means the Software, Licenses, User Documentation, Upgrade Plan, Support, and Media copies of the Software, collectively or individually, available under the Program, where “Media” means the physical property in and the physical copy of the Software, specifically the disks, CD-ROMs or other media.
- 1.8. “End User” means a licensee of computer products who acquires such products for use rather than distribution, and shall exclude authorized educational resellers, distributors, dealers, resellers, value added resellers, OEMs, third party vendors, systems integrators, commission agents, or other parties who have acquired such products for distribution.
- 1.9. “Enrollment” means a document submitted by an Affiliate Member under this Agreement, to participate in the Program.
- 1.10. “EULA” means the Adobe end user license agreement accompanying the relevant Educational Software Product, which EULA may be updated from time to time by Adobe.
- 1.11. “License(s)” means the license or right granted by Adobe to install and use the Software in accordance with the EULA(s).
- 1.12. “Program” means the Adobe Open Options contractual licensing program 4.0, as described in this Agreement.
- 1.13. “Program Guide” means the detailed terms of the Program, which terms are incorporated herein by reference, and are as set forth from time to time at http://www.adobe.com/aboutadobe/openoptions/pdfs/clp_guide.pdf
- 1.14. “Schedule” means the following, as and if applicable: *Schedule A*, General Information, *Schedule B*, CLP Media and User Documentation Reproduction, *Schedule C*, Affiliate Member Enrollment, and including any additional schedules as may be developed by Adobe and signed by Program Member from time to time.
- 1.15. “Software” means the executable code version of Adobe’s proprietary software product(s), including Upgrades, whether in whole or in part, including any and all copies.
- 1.16. “Support” means the support services, if any, offered by or on behalf of Adobe for purchase by Program Member.
- 1.17. “Term” means the term of this Agreement, as further defined in Clause 3.1.
- 1.18. “Upgrade Plan” means a subscription to receive Upgrades during the Term.

- 1.19. “*Upgrades*” means new Software releases containing new enhancements, features or functionality that Adobe makes commercially available, but excluding new products, as determined by Adobe in its sole discretion.
- 1.20. “*User Documentation*” means the manuals and other supporting documentation, if any, provided by Adobe for use with the Software.

2. *The Program.*

- 2.1. *General.* The Program is designed to allow Program Member to accrue Points for orders of Adobe Software, Upgrade Plan(s) and/or Support. These Points permit the Program Member to be eligible for Educational Software Product discounts on its initial order and for any additional orders placed during the Term. A Program Member may improve its discount level as it continues to order Licenses during the Term. For purposes of this Agreement, “Points” means the credits (in the form of points) that are allocated to Educational Software Products and which are accumulated by Program Member under the Program. No Points shall be awarded for any activity undertaken by Program Member or its Affiliate Members under *Schedule B*. Point values and the Educational Software Products available under the Program, however, may be modified from time to time by Adobe. For additional information on the Program, Program Member should refer to the current version of the Program Guide. Without prejudice to Program Member’s eligibility for Software Product discounts, Adobe can not guarantee any particular discount, as the pricing is determined between Program Member and its designated Authorized Educational Reseller.
- 2.2. *Participation.*
- a. To participate in the Program, a Program Member must complete and sign two (2) copies of this Agreement and return both copies to Adobe Systems Incorporated, attn: Contracts Coordinator, 345 Park Avenue, Mail stop A16 San Jose, CA 95110-2704.
 - b. Concurrent with Program Member’s execution of this Agreement, Program Member must nominate an Authorized Educational Reseller. Authorized Educational Resellers operate as independent distributors and are not agents or affiliates of Adobe. Program Member is free to change its designated Authorized Educational Reseller during the Term upon written notice to Adobe.
 - c. Program Member will be assigned a Program agreement number, which number must be referenced by Program Member on any of its orders. Program Member shall treat such number as confidential information and not share or disclose such number to anyone other than its designated ALC or Authorized Educational Reseller or its participating Affiliate Members. Further, each enrolled Affiliate Member, if any, will receive a separate Program agreement number.
 - d. Program Member and its Affiliate Members must each be an Educational Institution and End User, and Program Member hereby represents and warrants to Adobe that it and any participating Affiliate Members are Educational Institutions and End Users. Program Member warrants and represents that although it is not an Educational Institution all of its License purchases under this Program will be for the benefit of qualified Educational Institutions and not for Program Member’s own use. Upon written request by Adobe and within 10 days of receipt such written request, Program Member shall provide Adobe with a list of all Educational Institutions who have received Licenses under this Program.
- 2.3. *Participation by Affiliate Members.* During the Term, Program Member’s Affiliate Members may participate in the Program by ordering under this Agreement, or by executing an Enrollment. In either case, participation is subject to the following:
- a. If, at the time of entering the Program, Program Member is aware of those of its Affiliate Members that it wishes to have participate in the Program by ordering under this Agreement, then Program Member must complete section 5 of *Schedule A* and notify Adobe and Program Member’s Authorized Educational Reseller of the names and addresses of those Affiliate Members. Thereafter, Program Member shall update the list of Affiliate Members every three months during the Term if additional Affiliate Members are to participate in the Program;
 - b. Affiliate Members shall be entitled to the benefits of the Program provided that and for so long as they remain Affiliate Members of Program Member and comply with the provisions of this Agreement; and
 - c. Program Member shall ensure that any Affiliate Members not separately enrolled, but participating in the Program shall comply with all the terms and conditions applicable to the Program Member under this Agreement and Program Member shall indemnify Adobe against all cost and/or damage resulting from an Affiliate Member’s failure to comply. Program Member shall ensure that each such Affiliate Member is aware of and complies with all the terms of the applicable EULA(s).
- 2.4. *Pricing.* All fees are determined by the Authorized Educational Reseller. Adobe does not set the pricing that Authorized Educational Resellers may charge and Program Member is free to negotiate fees directly with Authorized Educational Resellers. Matters such as price, delivery, method of installation and payment terms must be agreed between Program Member and Program Member’s Authorized Educational Reseller(s).
- 2.5. *Program Member Rights.*

- a. Program Member's and its Affiliate Members' right to install, deploy, use and reproduce each copy of the Software is conditioned upon and shall be subject to its separate acceptance of the EULA(s), and *Schedule B*, if applicable. If Program Member or its Affiliate Member does not wish to accept the EULA, it must return the Educational Software Products in accordance with the instructions in the EULA.
 - b. Unless a *Schedule B* permitting media reproduction is completed, signed and returned to Adobe, neither Program Member, nor its Affiliate Members is entitled to make additional copies of the Media or User Documentation unless permitted in the EULA(s). Each License, however, includes the right to print one hard copy version of any electronic User Documentation.
 - c. The "permitted number" of users or computers, as the case may be (that is referred to in the EULA) shall be determined by the number of Licenses obtained by Program Member, or in the case of Concurrency, the number of permitted Concurrent seats purchased.
 - d. If there is a conflict between the terms of the EULA and the terms in the body of this Agreement (the "*Terms*"), these Terms shall prevail.
 - e. Program Member may order Concurrent Licenses only for lab or administrative use of Adobe Software. However, this option may be subject to additional fees, as determined by the Authorized Educational Reseller and Program Member must maintain and use adequate verification or monitoring software to manage the Concurrency.
- 2.6. *Ordering.*
- a. Promptly following Program Member's execution of this Agreement, Program Member shall submit an order to its designated Authorized Educational Reseller for some combination of Licenses, Upgrade Plan and Support. This order must have a cumulative total Point value of not less than the minimum Point value indicated in *Schedule A*.
 - b. Program Member understands that under the Program, Program Member may purchase Licenses using various SKUs. Licenses using commercial or education SKUs may be generally deployed as set forth in this Agreement. Any new SKUs that become available under this Agreement may be subject to certain restrictions.
 - c. If Program Member installs, deploys or otherwise uses additional copies of the Software during the Term, then Program Member shall submit orders to its designated Authorized Educational Reseller(s) for all such copies of the Software, in accordance with the procedures agreed upon with said Authorized Educational Reseller(s). Orders must be submitted within the month those copies are first installed, deployed, or otherwise used or made available by Program Member.
 - d. Ordering the Upgrade Plan for the Licenses is optional, but if ordered, is subject to Program Member electing one of the following two options: (i) Program Member pays the entire fee for the Upgrade Plan upfront with or following its initial order; or (ii) Program Member pays the fees for the Upgrade Plan in two equal annual installments, with half due with or following its initial order and the remainder due at the end of the first year of the Term. Notwithstanding anything to the contrary herein, it is understood that all Upgrades shall be used solely as version replacements for the Software and shall not expand the number or scope of Licenses. Program Member agrees that any and all Upgrades are for replacement of the copies of the Software previously licensed to Program Member and are not provided as additional copies. Copies of the Software that are replaced must be destroyed. Nothing in this Agreement shall be construed as increasing the number of copies of the Software licensed to Program Member.
- 2.7. *Resellers.* In some locations, Program Members may order Educational Software Products through an ALC, and not an Authorized Educational Reseller. If Program Member deals with an ALC rather than an Authorized Educational Reseller, Program Member shall satisfy all obligations in this Agreement that reference Authorized Educational Reseller(s), but shall do so through the ALC instead of an Authorized Educational Reseller. Check the Program Guide for information about such ALCs.
- 2.8. *Examples of Qualified and Non-Qualified Educational Institutions.*
- a. The following is a non-exhaustive list of qualified Educational Institutions: (i) Accredited (by official accrediting entities) public or private primary or secondary school providing full-time instruction; (ii) Accredited public or private university or college (including community, junior or vocational college) that grants degrees requiring not less than the equivalent of two years of full-time study; (iii) Named Educational Institutions approved by Adobe, only if individual named entities are approved by Adobe in writing; (iv) Hospitals that are wholly owned and operated by an otherwise qualified Educational Institution, where "wholly owned and operated" means the Educational Institution is sole owner of the hospital and the only entity exercising control over day to day operations; and (v) Higher education research laboratories that are a public institution and recognized by a national or state educational authority.
 - b. The following is a non-exhaustive list of entities that are not qualified Educational Institutions: (i) Non-accredited schools; (ii) Museums or libraries; (iii) Hospitals not wholly owned and operated by an otherwise qualified Educational Institution; (iv) Churches or religious organizations that are not accredited schools; (v) Vocational training centers or schools granting certificates for courses such as computer software training or job training that are not accredited schools or which grant degrees requiring not less than the equivalent of two years of full-time study; (vi) Military schools that do not grant

academic degrees; and (vii) Research laboratories not recognized by a national or state ministry overseeing education. For example, institutions recognized by other government branches are not eligible.

3. **Term and Termination.**

- 3.1. *Term.* This Agreement commences on the Effective Date and continues in full force and effect until the end of the 24th calendar month thereafter, unless terminated under this Clause 3. There shall be no automatic renewal of this Agreement. Further, all Enrollments entered into under this Agreement will expire or terminate upon the expiration or termination of this Agreement.
- 3.2. *Termination.* Notwithstanding Clause 3.1, Adobe or Program Member may, (a) at its discretion, terminate this Agreement at any time upon 60 days' written notice to the other party, and such termination shall be without prejudice to the rights and obligations of the Parties before the termination date; or (b) terminate this Agreement immediately and without prejudice to its other rights and remedies at law and under this Agreement, by written notice to the other party upon occurrence of any of the following events: (i) Program Member's breach of Clause 6 or *Schedule B*; (ii) a party ceases to do business or otherwise fails to pay its debts as they become due; (iii) a party becomes insolvent or seeks protection under any bankruptcy, receivership, or insolvency, or if any such proceeding is instituted against such a party; or (iv) a party is in breach of this Agreement and such breach is not cured within 30 days from such party's receipt of notice specifying the breach. Further, Adobe may, without limiting the foregoing, immediately terminate a particular Affiliate Member's right to participate in the Program, or Enrollment upon the occurrence of any of the events listed in (i) through (iv), as with respect to that Affiliate Member, and Program Member shall use best efforts to immediately notify Adobe, if one of the foregoing events occurs.
- 3.3. *Effect of Termination or Expiration.* Immediately upon termination or expiration, Program Member shall cease all installation or deployment of the Software, except for installation of Licenses that Program Member has already ordered or purchased in accordance with Clause 2.6. Notwithstanding any termination or expiration, Program Member's right to use the Educational Software Products shall continue so long as Program Member's use of the Educational Software Products is in compliance with all terms and conditions of the EULA(s). The right to acquire and/or receive the Upgrade Plan, all Enrollments and the right of any Affiliate Member to participate in the Program shall terminate on the expiration or termination of this Agreement. Clauses 2.5(c), 3.3, 5, 6, 7, and 8 shall survive expiration or termination of this Agreement.

4. **Indemnity for Infringement.**

- 4.1. *Indemnification.* Subject to the limitations in Clause 4.2, Adobe agrees to defend Program Member against any lawsuit or arbitration proceeding brought by an unaffiliated third party to the extent that each such lawsuit or arbitration is based upon an allegation that the Software directly infringes any U.S., or Canadian trademark or copyright, or any U.S., or Canadian patent issued as of the Effective Date (an "Action"). Adobe will pay the amount of any resulting adverse judgements (or settlements to which Adobe consents) at such time as a final non-appealable judgment has been entered by the relevant court or arbitration panel. Adobe's obligations under this Clause are expressly conditioned on Program Member (a) notifying Adobe in writing promptly after Program Member becomes aware of an Action, (b) allowing Adobe sole control of the investigation, defense, and settlement of the Action, (c) cooperating fully with Adobe in the defense of the Action (at Adobe's reasonable expense), and (d) making no admission of liability or fault on behalf of itself or Adobe.
- 4.2. *Limitations.* Adobe shall have no obligation under Clause 4.1 with respect to any claim arising in whole or in part from (a) modification of the Software by anyone other than Adobe, (b) use of the applicable Software in combination or conjunction with any equipment, data, devices or software that have not been supplied by Adobe (if the Action could have been avoided by the use of the Software with other equipment, data, devices, or software), (c) use of the Software in a manner other than for which it was intended, (d) use of other than the most current release of the Software made available to Program Member, if such Action would have been prevented by the use of such current release, or (e) the reproduction of the Software and/or the combining of the Software with other non-Adobe software pursuant to the limited reproduction rights granted to Program Member in *Schedule B*, if any, to this Agreement. Adobe's cumulative maximum liability to Program Member and any third parties with respect to all Actions related to the Software shall be the license fees paid by Program Member to its designated Authorized Educational Reseller(s) for the relevant Educational Software Products(s) in the 12 months preceding the claim.
- 4.3. *Remedy.* If any Action arises or, in Adobe's sole judgment, is likely to arise, Adobe may, at its discretion, either (a) procure for Program Member the right to continue to use the Software, or (b) modify or replace, in whole or in part, such portions of the Software that are or are likely to be the subject of such Action with substantially comparable non-infringing code; or (c) if neither of the foregoing are practicable, terminate Program Member's and its Affiliate Members' License(s) upon written notice to Program Member and pay to Program Member an amount equal to the pro-rata value of the Software, calculated by depreciating the license fees paid by Program Member, whether directly to Adobe, or to a third party, for such Software on a straight line basis using a useful life of 36 months from the date of installation of the Software; provided that Program Member purges all copies of the Educational Software Products from all computer systems on which it was stored and returns to Adobe all physical copies of the Educational Software Products. THIS CLAUSE 4 STATES ADOBE'S ENTIRE

LIABILITY AND PROGRAM MEMBER'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS.

5. **Consequential Damages Waiver.** EXCEPT FOR PROGRAM MEMBER'S BREACH OF CLAUSE 6, OR *SCHEDULE B*, NONE OF THE PARTIES SHALL BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES.
6. **Proprietary Rights.** Program Member acknowledges that the structure and organization of the Educational Software Products is proprietary to Adobe, its licensors and suppliers and that Adobe, its licensors, and suppliers retain exclusive ownership of the Educational Software Products. Program Member shall take all reasonable measures to protect the proprietary rights of Adobe, its licensors and suppliers in the Educational Software Products. Except as expressly set forth in this Agreement, Program Member is not granted any right, title, or interest in any intellectual property owned or licensed by Adobe.
7. **Verifying Compliance.** Program Member shall ensure that it, and its Affiliate Members not separately enrolled, maintain systems and/or procedures sufficient to ensure an accurate record of the number of copies of the Software that have been installed and shall retain such record for two years after termination or expiration of this Agreement. Adobe may, at its expense, and no more than once every 12 months, appoint an independent third party, or Adobe's internal auditor, to verify the number of copies of the Adobe Educational Software Products in use by Program Member and its Affiliate Members not separately enrolled. The verification will be conducted under terms of confidentiality at Program Member's and/or such Affiliate Members' offices on seven days' notice. If the verification discloses a shortfall in Licenses, Program Member shall immediately order any necessary Licenses and, if the underpaid fees exceed five percent of the value of the fees paid by Program Member for the Licenses, shall pay Adobe's reasonable costs of conducting the verification. If any such verification discloses a shortfall in payment of more than 15 percent, Adobe may, in addition to any other remedies, terminate this Agreement. Adobe's right to audit shall survive for two years after expiration or termination of this Agreement.
8. **Miscellaneous.**
- 8.1. **Notices.** All notices or reports permitted or required under this Agreement shall be in writing and shall be by personal delivery, registered mail, or by reputable international courier service. Notice shall be deemed to have been given upon personal delivery, on the date shown on the receipt for registered mail, or on the date of delivery shown in the business records of the international courier service. The addresses for notices shall be those appearing in this Agreement or as subsequently notified by the Parties from time to time. If notice is sent to Adobe, it shall be sent to the attention of Associate General Counsel, Worldwide Sales & Field Operations.
- 8.2. **Assignment.** Program Member may not assign this Agreement without Adobe's prior written approval. For the purposes of this paragraph, a change in the persons or entities that control 50% or more of the equity securities or voting interest of Program Member shall be considered an assignment of Program Member's rights. Any transfer of any License shall be in accordance with the EULA terms and conditions. Adobe's rights and obligations, in whole or in part, under this Agreement may be assigned by Adobe. Any attempted assignment in violation of this Clause shall be null and void.
- 8.3. **Waiver.** The waiver by either Adobe or Program Member of a breach of any provisions contained in this Agreement shall be in writing and shall in no way be construed as a waiver of any succeeding breach of such provision or a waiver of the provision itself.
- 8.4. **Severability.** If any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and in such event, such provision shall be changed and interpreted so as to best accomplish the objective of such provision within the limits of applicable law or applicable court decisions.
- 8.5. **No Agency.** Nothing contained in this Agreement shall be construed as creating any agency or partnership between the Parties.
- 8.6. **Attorneys' Fees.** If any proceeding or lawsuit is brought by Adobe, its licensors, or suppliers, or by Program Member concerning this Agreement, the prevailing party in such proceeding shall be entitled to receive its costs, expert witness fees and reasonable attorneys' fees, including costs and fees on appeal.
- 8.7. **English Language.** If this Agreement is executed in more than one language version, then the English language version shall prevail in case of any discrepancy between the versions.
- 8.8. **Controlling Law.** This Agreement shall be governed in all respects by California state laws, excluding its conflicts of laws provisions. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.
- 8.9. **Schedules.** Program Member agrees that it must complete, sign and return each Schedule in which it wishes to participate. Any Schedules that are either incomplete, unsigned, or unreturned will be deemed not applicable to Program Member, and Program Member will have no rights under such Schedule.

8.10. *Entire Agreement.* This Agreement completely and exclusively states the Parties' agreement regarding its subject matter. This Agreement supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding such subject matter. Except as otherwise set forth in this Agreement, this Agreement shall not be modified except by an amendment executed by the Parties.

IN WITNESS WHEREOF, these Terms, together with the attached Schedule(s), are hereby executed in duplicate as follows:

ADOBE SYSTEMS:

Adobe Systems Incorporated

Christine M. Csubak

Authorized Signature

Christine M. Csubak

Printed Name

VP Corporate Controller

Title

2/17/2006

Date

PROGRAM MEMBER:

DADA

[Signature]

Authorized Signature

DARIN PUSKER

Printed Name

PROGRAM ANALYST

Title

8 FEB 2006

Date