

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2026-0284

Contract #: 20260169

Start date: 3/28/2026

End date: 4/27/2027

Amount: \$ 29,581.15

Contingency Amount: \$ 0.00

Department: IT Department

Total Contract Amount: \$ 29,581.15

Contract Type: Goods Only

Contractors Name: Insight Public Sector

Status of Ownership: N/A

Status of Sub: N/A

Certification: Attached

Self-Certifying

Did not disclose

Contract Description: Adobe Annual Software License

Account name: 11092982

VILLAGE OF ORLAND PARK
 ACCOUNTS PAYABLE
 14700 S RAVINIA AVE
 ORLAND PARK IL 60462-3134

SHIP-TO

VILLAGE OF ORLAND PARK
 ACCOUNTS PAYABLE
 14700 S RAVINIA AVE
 ORLAND PARK IL 60462-3134

Quotation	
Quotation Number	: <u>0229267936</u>
Document Date	: 11-MAR-2026
PO Number	:
PO Release	:
Sales Rep	: Bob Erwin
Email	: BOB.ERWIN@INSIGHT.COM
Phone	: +14803667058
Sales Rep 2	: Michael Bodopol
Email	: MICHAEL.BODOPOL@INSIGHT.COM
Phone	:

We deliver according to the following terms:

Payment Terms : Net 60 days
Ship Via : Electronic Delivery
Terms of Delivery : FOB DESTINATION
Currency : USD

Material	Material Description	Quantity	Unit Price	Extended Price
<u>30002133CC03A12-R</u>	Adobe Acrobat Pro for Teams - Subscription renewal (annual) - 1 user Coverage Dates: 28-MAR-2026 - 27-APR-2027 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 279.99 Discount: 13.808% LICENSE : 1005623084 DEPLOY DATE : 28-MAR-2026	55	241.33	13,273.15
<u>30002903CC03A12-R</u>	Adobe Creative Cloud Pro for teams - Subscription renewal (annual) - 1 user Coverage Dates: 28-MAR-2026 - 27-APR-2027 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 1143.99 Discount: 4.065% LICENSE : 1005623084 DEPLOY DATE : 28-MAR-2026	11	1,097.49	12,072.39
<u>30002994CC03A12-R</u>	Adobe Photoshop for teams - Subscription renewal (annual) - 1 user Coverage Dates: 28-MAR-2026 - 27-APR-2027 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 482.99 Discount: 13.667% LICENSE : 1005623084 DEPLOY DATE : 28-MAR-2026	1	416.98	416.98
<u>30002980CC03A12-R</u>	Adobe InDesign for teams - Subscription new (annual) - 1 user Coverage Dates: 28-MAR-2026 - 27-APR-2027 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 447.99	1	416.98	416.98

Material	Material Description	Quantity	Unit Price	Extended Price
	Discount: 6.922% LICENSE : 1005623084 DEPLOY DATE : 28-MAR-2026			
<u>30002903CC03A12</u>	Adobe Creative Cloud Pro for teams - Subscription new (monthly) - 1 user Coverage Dates: 28-MAR-2026 - 27-APR-2027 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 1377.87 Discount: 20.348% LICENSE : 1005623084 DEPLOY DATE : 28-MAR-2026	2	1,097.50	2,195.00
<u>30002133CC03A12</u>	Adobe Acrobat Pro for teams - Subscription new (annual) - 1 user Coverage Dates: 28-MAR-2026 - 27-APR-2027 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 311.87 Discount: 22.618% LICENSE : 1005623084 DEPLOY DATE : 28-MAR-2026	5	241.33	1,206.65

Product Subtotal	29,581.15
TAX	0.00
Total	29,581.15

PURCHASE ORDER REQUIREMENTS:

Quote Number:229267936

Purchase Order Number: _____

Authorized by/Title: **George Koczvara - Village Manager** (please print)

Authorized Signature:  Date: 4/21/2026

Additional signature, where required

Authorized by/Title: _____ (please print)

Authorized Signature: _____ Date: _____

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Bob Erwin
+14803667058
BOB.ERWIN@INSIGHT.COM

Michael Bodopol

MICHAEL.BODOPOL@INSIGHT.COM

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you are purchasing under an Insight Public Sector, Inc. contract vehicle, in which case, that agreement will govern.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

<https://www.insight.com/terms-and-policies>

Village of Orland Park
Sole Source Request Form
Required for Purchases \$5,000 - \$24,999

Department Information Technology

Date 3/12/2026

Division (if applicable) _____

Description of Good/Service ADOBE

Manufacturer or Supplier Insight Public Sector

Dollar Amount \$29,581.15 Co-op Purchasing Contract # OMNIA #23-6692-03

Have Adequate Funds Been Budgeted For This Purchase? Yes No

Account number(s) 1004000-463450 IT SOFTWARE

Option 1 - Sole Source Justification

A Sole Source Purchase is available from only one supplier and must meet at least one of the following criteria (check the appropriate box):

- One-of-a-Kind The commodity or service has no competitive product alternatives available on the market.
- Compatibility The commodity or service must match existing brand of equipment for compatibility.
- Replacement Part The commodity is a replacement part for a specific brand of existing equipment.
- Operation Continuity The commodity or service is needed to maintain operational continuity.
- Unique Design The commodity or service must meet physical design or quality requirements.
- Delivery Date Only one supplier can meet necessary delivery requirements.
- Emergency PER VILLAGE CODE 1-16-3 (E): URGENT NEED for the item or service does not permit soliciting competitive bids.
- Other _____

Explain how your purchase of goods or services meets one or more of the above criteria for a valid sole source

Price Reasonableness

I determined that the price is reasonable for one of the following reasons:

Relevant documentation attached

- I compared the proposed price to prices I previously paid for the same or similar services.
- I compared the proposed price to current published catalog, price lists, or market prices as documented in the attachments.
- I compared the proposed price to rough yardsticks and did not discover significant inconsistencies that warrant additional inquiry.
- Based on my knowledge of the market, my experience of prior similar proposals, or knowledge imparted by technical experts.
- The price is set by law or regulations.
- Market research reveals that same or similar goods or services are available for a similar price.

Option 2 - Joint or Cooperative Purchasing

Purchase through Cooperative Purchasing (attach contract documentation)

- State of Illinois Joint Purchase Program
- NWMC/Suburban Purchasing Cooperative
- The GSA Schedules
- Sourcewell
- Nat'l Association of State Procurement Officials (NASPO) ValuePoint
- Choice Partners Cooperative
- The Interlocal Purchasing System (TIPS)
- Purchasing Cooperative of America
- Good Buy Purchasing Cooperative
- Omnia Partners - Public Sector
- National Intergovernmental Purchasing Alliance
- The National Cooperative Purchasing Alliance
- HGACBuy
- Municipal Partnering Initiative (MPI)
- Midwestern Higher Education Compact
- National Purchasing Partners (NPPGov)
- 1Government Procurement Alliance (1GPA)
- National BuyBoard (BuyBoard)
- Other: _____

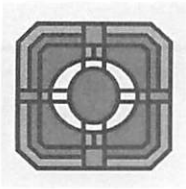
Requested By:

Name	Signature	Date
Staff Contact <u>Patricia Tracy</u>	<u>Patricia Tracy</u> Digitally signed by Patricia Tracy Date: 2026.03.12 11:35:52 -05'00'	<u>3/12/2026</u>

Department Head <u>Thaddeus Spencer</u>	<u>Thaddeus Spencer</u> Digitally signed by Thaddeus Spencer Date: 2026.03.16 11:10:02 -05'00'	<u>3/16/2026</u>
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Did legal review Terms & Conditions from vendor, if applicable? Yes No N/A

Have you received a CRT summary from the Risk Manager? Yes No N/A



VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org

Master

File Number: 2026-0284

File ID: 2026-0284	Type: MOTION	Status: PASSED
Version: 0	Reference:	Controlling Body: Board of Trustees
		File Created Date : 03/19/2026
Agenda Entry: Adobe Annual Software License Approval		Final Action: 04/06/2026

Title: Adobe Annual Software License Approval

Notes:

Agenda Date: 04/06/2026

Sponsors:

Res/Ord Date:

Attachments: Quotation #0229267936 - Village of Orland Park,
Sole Source Adobe 2026

Res/Ord Number:

Drafter:

Hearing Date:

Department
Contact:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Technology Department	04/06/2026	INTRODUCED TO BOARD	Board of Trustees			
	Action Text: INTRODUCED TO BOARD to the Board of Trustees						
0	Board of Trustees	04/06/2026	APPROVED				Pass
	Action Text: This matter was APPROVED on the Consent Agenda.						

Text of Legislative File 2026-0284

..Title
Adobe Annual Software License Approval

History

Adobe software is used extensively throughout the Village for PDF creation, image editing, video editing and other related functions. In 2026, due to Adobe cost increases the total amount has exceeded the threshold needed for Board approval. The annual cost for 60 Adobe Pro, 13 Creative Cloud, 1 Photoshop and 1 Indesign licenses for 2026 is \$29,581.15. We are anticipating adding additional Adobe Pro licenses and Creative Cloud licenses in the near future and have budgeted a total of \$35,000 for Adobe licenses in 2026.

Financial Impact

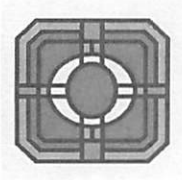
Adobe software was budgeted \$35,000 in 2026.

Recommended Action/Motion

I move to approve an Adobe license agreement through Insight using the Omnia Partners - Public Sector Cooperative Purchasing agreement and allow the purchase of additional Adobe licenses in 2026 not to exceed the budgeted amount of \$35,000.

AND

Authorize the Village Manager to execute all related agreements, subject to Village Attorney review.



VILLAGE OF ORLAND PARK
Meeting Minutes
Board of Trustees

14700 S. Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org

Village President James V. Dodge, Jr.

Village Clerk Mary Ryan Norwell

*Trustees, William R. Healy, Cynthia Nelson Katsenes, Michael R. Milani,
Dina Lawrence, John Lawler and Joanna M. L. Leafblad*

Monday, April 6, 2026

7:00 PM

Village Hall

2026-0284 Adobe Annual Software License Approval

I move to approve an Adobe license agreement through Insight using the Omnia Partners - Public Sector Cooperative Purchasing agreement and allow the purchase of additional Adobe licenses in 2026 not to exceed the budgeted amount of \$35,000.

AND

Authorize the Village Manager to execute all related agreements, subject to Village Attorney review.

This matter was APPROVED on the Consent Agenda.

Respectfully Submitted,

/s/ Mary Ryan Norwell

Mary Ryan Norwell, Village Clerk

ADOBE VALUE INCENTIVE PLAN TERMS AND CONDITIONS

This Value Incentive Plan (“VIP”) Agreement (“Agreement”) sets forth the terms governing your Products in the Program. The Agreement is effective as of the date of online enrollment. This Agreement is entered into by and between Adobe and the customer identified in on-line enrollment to become a Member.

“Adobe” shall mean either ADOBE INC., a Delaware corporation having a place of business at 345 Park Avenue, San Jose, CA 95110-2704, if the Agreement is entered into with a Member’s organization that is located in the United States, Canada, or Mexico, ADOBE SYSTEMS SOFTWARE IRELAND LIMITED, a company incorporated in Ireland and having a place of business at 4 6 Riverwalk, Citywest Business Campus, Dublin 24, Ireland as authorized agent of Adobe Systems Pty Ltd (ABN 72 054 247 835), if the Agreement is entered into with a Member’s organization that is located in Australia, ADOBE KK, a company incorporated in Japan and having a place of business at Gate City Ohsaki East Tower, 1-11-2 Ohsaki, Shinagawa-ku, Tokyo 141-0032, Japan, if the Agreement is entered into with a Member’s organization that is located in Japan, or otherwise with ADOBE SYSTEMS SOFTWARE IRELAND LIMITED, a company incorporated in Ireland and having a place of business at 4-6 Riverwalk, Citywest Business Campus, Dublin 24, Ireland. Member shall license all software, services, and offerings available under the Program (collectively “Product”) to be installed and used within the United States (including United States territories and military bases wherever located), Canada, or Mexico from Adobe Inc. Member shall license all Products to be installed and used in Australia from Adobe Systems Software Ireland Limited, as authorized agent of Adobe Systems Pty Ltd. Member shall license all Products to be installed and used in Japan from Adobe KK. Member shall license all Products to be installed and used in all other countries and territories from Adobe Software Systems Ireland Limited.

1. Program Description.

1.1 General and Program Term. VIP and VIP Marketplace (each “the Program”, as applicable) are flexible licensing programs designed to allow qualified and eligible customers to manage and deploy Product licenses purchased through the Program. The Program is a membership program with License Terms as further defined in Section 3.4 of this Agreement. Once the organization enrolls in a membership through the VIP administration user interface and is accepted by Adobe into the Program, the organization will be a member of the Program (“Member”) until the earliest of when (i) Adobe terminates the Program, or (ii) this Agreement is terminated by either Adobe or Member. Member’s participation is further subject to Member’s compliance with the program guide for the Program, which may be updated from time to time and is available at www.adobe.com/go/vip_program_guide_en (“Program Guide”). The Program Guide is hereby incorporated into the Agreement by reference. Adobe may change the terms of the Program at its sole discretion and any changes that are detrimental to Member will not take effect during Member’s current License Term. Adobe will notify Member by revising the date at the bottom of the Program Guide or this Agreement, as applicable. If the terms of this Agreement change, then Member may be required to reaccept the terms of this Agreement in the Console. Any notices will be sent to Member’s Admin.

1.2 Termination. Notwithstanding the foregoing, either party may terminate the Agreement with or without cause on thirty (30) days prior written notice. Termination of this Agreement shall not affect Member’s obligations with regard to any Products ordered prior to the termination date, including without limitation any payment obligations. In addition, Adobe may immediately terminate this Agreement, upon written notice, for a material breach (including but not limited to any misappropriation

or infringement of Adobe's intellectual property rights). If this Agreement terminates, then Member's organization shall immediately cease use of the Products, delete the Products from all computer systems and IT equipment on which it resides, and return to Member's Account Manager any media containing the Products as well as any related materials. Account Manager means either (i) Reseller, if a transaction is through a reseller, or (ii) Adobe representative, if a transaction is with Adobe.

1.3 TOU. The access and use of the Products is governed by the applicable Adobe terms of use ("TOU") available at <https://www.adobe.com/legal/terms.html>. The terms of the applicable TOUs are hereby incorporated by reference (including without limitations terms related to governing law and venue). In the event of inconsistency between the terms of this Agreement and the terms of the TOU, the terms of this Agreement shall control.

1.4 Program Products. For a complete list of Products available through the Program, Member may contact its Account Manager or go to the Program web pages located on Adobe.com <http://www.adobe.com/howtobuy/buying-programs/vip.html>. All Products purchased through the Program are solely for use within Member's own organization and all re-sale, sublicensing, and other distribution is prohibited except as set forth in Section 4.1 and/or the Program Guide, if applicable. Most Products are Subscription Products, however, certain offerings may be available for license by purchasing Consumables or Term Licenses, as described in the Offerings section of the Program Guide.

1.5 Affiliates. Adobe agrees that Member's Affiliates may place orders under this Agreement for the Products and use such Products provided hereunder. Member retains ultimate liability for any acts or omissions of such Affiliate. Affiliate means, for Member, any other entity that controls, is controlled by, or under common control with, Member. For the purposes of this Section 1.5, the term "control" means the direct or indirect power to direct the affairs of the other entity through voting power, economic or contractual interest, or otherwise.

2. Participation.

2.1 Adobe ID and VIP ID. An Adobe ID will be required in order to enroll in the Program. Each Agreement will be assigned a VIP ID which must be referenced on all orders. Member is responsible for acts or omissions of anyone who obtains access to and use of the Products through Member.

2.2 Console. The Program administration user interface is the "Admin Console." Once the terms of this Agreement are accepted, the individual accepting on behalf of the organization will be assigned as the Contract Owner. The Contract Owner can add system administrator(s) (each an "Administrator"). The Contract Owner and any Administrator will be provided access to the Admin Console where they will have the ability to access the Product, manage their licenses, and view their account information. The Admin Console will allow the Administrator to invite additional users within their organization to gain access to the Admin Console. Member authorizes any Administrator or Contract Owner to act on Member's behalf, including accepting the terms of the Agreement.

2.3 Confidentiality. Member shall treat VIP ID as confidential and not share or disclose such information except with Member's Account Manager.

2.4 Memberships. The terms of Exhibit A apply to Education, Government, and Non-Profit Memberships in addition to the terms of this Agreement. Member must use a separate VIP Agreement for any Products made available and ordered for use in the People's Republic of China.

3. Ordering, Pricing, and Fulfillment.

3.1 Ordering and Pricing. Member shall place Product orders with their Account Manager. All fees and payment terms are determined by Member's Account Manager. Adobe cannot guarantee any particular discount, unless Adobe is Member's Account Manager.

3.2 Access and Admin Console. Upon becoming a Member, Member's Administrator will be provided access to the available Products, through the Admin Console. Member may manage Products in the Admin Console.

3.3 Admin Console Deployment, Fulfillment, and Grace Period. Member may add and deploy Products in the Admin Console in order to obtain immediate access to such Products. Adobe must receive an order for any such Products within the Grace Period. The Grace Period for VIP is 14 days after adding such Products in the Admin Console. If Adobe does not receive an order for such Products within the Grace Period, then Member will no longer be allowed to add additional Products until payment is made for all added Products.

3.4 Agreement Anniversary Date, License Term, and Renewals.

3.4.1 Anniversary Date. The Anniversary Date means the date licenses must be renewed by. Member's Anniversary Date is the day twelve months after Adobe accepts Member's initial order. See Program Guide for additional license term options.

3.4.2 License Term. The License Term means the period that a Member may use Products and includes the initial License Term and any renewal License Terms. The initial License Term means the period that begins on Member's initial order date and ends the day prior to the Anniversary Date. With Product renewal, a renewal License Term will begin on the Anniversary Date and continue until the day prior to the next Anniversary Date. Use of Products and any related services co-terminates on the last day of the License Term. Most Consumables must be used within a single License Term, and any such unused Consumables will expire on the last day of the License Term. Additional information may be found in the Program Guide.

3.4.3 License Renewals. Adobe or Account Manager will use reasonable efforts, including by email, to notify Member, approximately 30 days prior to any License Term end date. Licenses must be renewed prior to the Anniversary Date in order to ensure uninterrupted use of Product.

3.5 Upgrade Protection. Purchase of the subscription Product(s) includes upgrade entitlement, meaning Member will be entitled to receive the latest generally available version of a subscription Product purchased under the program as long as the Product license is paid and active at the time Adobe makes the new version of the Product commercially available. In contrast, Term Licenses do not include Product updates or upgrade.

3.6 Returns. Without limiting any rights that a Member may have under any consumer laws in the jurisdiction that Member is located, once a Product is installed or accessed, Member cannot return it. If Member requests a return prior to installation, Member must return the entire order. Member must request the return of Products purchased under the Agreement through Member's Account Manager. Subject to any applicable warranty rights, return requests must be made to Member's Account Manager within fourteen (14) days after Member's original Product order date. Adobe must approve all return requests before any return is valid, as further described in the Program Guide.

3.7 Orders Direct From Adobe. If Member orders direct from Adobe, then this section will apply. Members can add Products at any time via the Admin Console or via an Adobe representative, but you must place an order for all Products with an Adobe representative. Products are priced at the rates current at the time ordered and prorated based on the days remaining in your License Term. Notwithstanding the language in 3.2, 3.3, and 4.2, if you add Products via the Admin Console, then Adobe may invoice you directly for those products at the then current price. Your order may be subject to credit approval. Member will be charged the Product price, plus applicable taxes. For any ordered Products, Member must pay in full within 30 days of the invoice date in accordance with the invoice. Any amounts not paid when due will bear interest at a rate which is the lesser of 1.0% per month or the maximum rate permitted by applicable law on any overdue fees, from the date due until the date the full amount plus interest is paid in-full.

4. VIP Marketplace.

4.1. Section 4 "VIP Marketplace" will only apply to Products licensed through VIP Marketplace.

4.2 License Auto-Renewal. Despite language in Section 3.4.3 above, at the end of your license term in VIP Marketplace, your annual license will automatically renew based on Adobe's partner price: (i) in effect on your Anniversary Date and (ii) for your qualifying discount level, unless changed or cancelled with Adobe at least 3 days before your Anniversary Date or Adobe cancels before your Anniversary Date. If your VIP Marketplace licenses automatically renew, then Adobe will notify you regarding any auto-renewing licenses 30 days prior to Member's Anniversary Date. Your Account Manager will determine your Product fees. Work with your Account Manager to adjust Product licenses. See your Account Manager for their cancellation and auto-renewal terms.

4.3 VIP Marketplace Grace Period. Notwithstanding Section 3.2 and 3.3, the Grace Period for Products ordered through VIP Marketplace is seven days after adding such Products, not 14 days. If Adobe does not receive an order for such Products within the Grace Period, then such Products will be removed.

5. Miscellaneous.

5.1 Transfer of License. The TOU does not govern restrictions regarding the transfer of Products licensed under or in connection with this Agreement. In limited circumstances, Adobe may permit the transfer of Product licenses under this Agreement in its sole and exclusive discretion. Such requests should be directed to Adobe Customer Service including a description of the reason for the proposed transfer and the contact information of the transferee. Additional information may be found in the Program Guide. For clarity, all offerings are licensed, not sold.

5.2 License Compliance. Member must maintain systems and/or procedures sufficient to ensure an accurate record of the number of copies of the Products that have been installed and/or deployed and retain records of Product installation and/or deployment for two (2) years after the termination of the Agreement. Adobe and/or its representatives may conduct an audit of Member's Product installation/deployment not more than once per year on thirty (30) days written notice. Such audit will require Member to provide an unedited, accurate report of all Products installed/deployed and accessed by Member and all valid purchase documentation for all Products within thirty (30) days after request. If the audit findings demonstrate non-conformity with the Product licenses, Member shall purchase the necessary licenses within thirty (30) days after being so notified. If the above audit process identifies a potential material non-compliance and does not resolve Adobe's concerns, then Adobe reserves the right to conduct an onsite audit of Member license installation and deployment after ten (10) business days' prior written notice during regular business hours. This Section 5.2 shall survive termination of the Agreement for a period of two (2) years.

5.3 Use of Information. Adobe may use information about Member or Affiliate, including name and contact information, for fulfilling obligations under the Agreement, as set out in the TOU. For more information, please see the Adobe Privacy Center (adobe.com/privacy).

5.4 Standing. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. If Member is an entity of the United States Federal Government, Member agrees that Adobe shall have standing and the right to assert any breach of contract claim arising out of this Agreement under the Contracts Disputes Act of 1978 ("Disputes Act").

5.5 General. The parties are independent contractors, and this Agreement will not be construed to imply that either party is the agent or venturer of the other. Member may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Adobe and any prohibited assignment is null and void. Adobe may, at its sole discretion, assign or novate this Agreement, without the prior written consent of Member. This Agreement will be binding upon and will inure to the benefit of any permitted successors or assignees. No modification will be valid or binding unless in writing. This Agreement (including the Program Guide, applicable TOUs, and any Exhibits or on-line enrollment information, if applicable) represents the entire agreement between the parties on the subject matter of this Agreement. If any provision of this Agreement is held unenforceable, the remainder of the Agreement will continue in full force and effect. If Member's Account Manager is no longer an Authorized

Adobe Account Manager, then after notice to Member, Adobe may move Member's account under a then-current Authorized Adobe Account Manager.

This Agreement is prepared and is executed in the English language only. The English language version shall be controlling in all respects, and any version of this Agreement in any other language, shall not be binding and shall have no effect. Further, each party agrees that signature by Member or Adobe on any non-English language version, even if there is no signature(s) on the English language version shall be deemed execution of the English language version and binding on the parties. Without limiting the foregoing, if there is any conflict or inconsistency between the English language version of this Agreement and any other translated version of this Agreement, the English language version and interpretation shall prevail. All communications or notices to be made or given pursuant to this Agreement and any disputes arising under this Agreement shall be conducted or resolved in the English language.

5.6 Services. The Product may integrate with a variety of services, operated either by Adobe or by third parties, which may contain user-generated content that may be (a) inappropriate for minors, (b) illegal in some countries; or (c) inappropriate for viewing at work. A complete list of integrated services is available here: www.adobe.com/go/integratedservices. If Member wants to prevent viewing of or access to user-generated content services it may (i) disable service access in the Creative Cloud Packager, where that functionality is made available, or (ii) block access to the services via its network firewall. Services are not, under any circumstances, available to users under the age of thirteen (13). Adobe disclaims liability for all user-generated content available via the services. Member is responsible for determining whether use of the services complies with applicable laws in Member's jurisdiction. Member is not entitled to a refund and Adobe is not liable (i) if access to the Products is slowed or blocked as a result of government or service provider action, or (ii) if Adobe reasonably deems it necessary to block access to some or all of the Products in order to be compliant with applicable laws.

EXHIBIT A

EDUCATION, GOVERNMENT, AND NON-PROFIT MEMBERSHIPS

A. EDUCATION MEMBERS

For the Member who is an Education Entity (defined below), the following additional terms apply. Adobe reserves the right to terminate Education memberships if Member is not an Educational Entity.

1. Definitions Applicable to Education Members.

1.1 Education Entity. The following is a non-exhaustive list of qualified educational institutions: (a) Accredited (by official accrediting entities) public or private primary or secondary school providing full-time instruction; (b) 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; (c) Named educational institutions, if individually approved in writing by Adobe; (d) 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 (e) Higher education research laboratories that are i - a public institution and recognized by a national or regional educational authority, ii – teach students, and iii – can provide a copy of the bylaws that state the relationship with the controlling university.

The following is a non-exhaustive list of entities that are not qualified educational institutions: (a) Non-accredited schools; (b) Museums or libraries; (c) Hospitals not wholly owned and operated by an otherwise qualified educational institution; (d) Churches or religious organizations that are not accredited schools; (e) 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 less than the equivalent of two years of full-time study; (f) Military schools that do not grant academic degrees; and (g) Research laboratories not recognized by a national or state ministry overseeing education. For example, institutions recognized by other government branches are not eligible.

The above lists do not apply to the countries as listed in Section 1.2 (Regional-Specific Definition) below.

1.2 Regional-Specific Definition of Education Entity.

(a) Asia Pacific Countries excluding Southeast Asia Countries as defined in sub-paragraph (b) below. If Education Member is resident in Australia, New Zealand, India, Sri Lanka, China mainland, Hong Kong SAR of China., Taiwan region, the Republic of Korea, the People’s Republic of Bangladesh, the Federal Democratic of Nepal, the Republic of the Union of Myanmar, Pakistan or Mongolia or any country designated by Adobe from time to time, “Education Entity” shall mean the entities that satisfy the meaning of “Qualified Educational Users” (except for the sections entitled “Full and Part Time Faculty and Staff” and “Students”) designated by Adobe on <https://www.adobe.com/special/av/education/ap/index2.html> (or its successor web site thereto), as updated by Adobe from time to time.

(b) Southeast Asia Countries. If Education Member is resident in Indonesia, Malaysia, Philippines, Singapore, Thailand and Vietnam, “Education Entity” or “Education Institution” shall have the respective meanings designated by Adobe on https://www.adobe.com/go/edu_entity_sea (or its successor web site thereto), as updated by Adobe from time to time.

(c) Japan. If Education Member is resident in Japan, “Education Entity” or “Education Institution” shall have the respective meanings designated by Adobe on <https://helpx.adobe.com/jp/x-productkb/policy-pricing/cq081918191.html> (or its successor web site thereto), as updated by Adobe from time to time.

1.3 Primary and Secondary Schools. Primary and Secondary Schools are defined in the Program Guide. Adobe may have offers available to members that qualify as Primary and Secondary Schools. Adobe reserves the right to terminate Primary and Secondary School licenses and memberships if Member is not a Primary and Secondary School as defined in the Program Guide. See VIP Education Program Guide for additional details and <http://www.adobe.com/go/primary-secondary-institution-eligibility-guidelines>.

B. GOVERNMENT MEMBERS

For the Member who is a Government Entity (defined below), the following additional terms apply. Adobe reserves the right to terminate Government memberships if Member is not a Government Entity.

1. Definitions Applicable to Government Members.

Government Entity. Participation is contingent upon Member (and each Affiliate) being a “government entity”, which means: (a) a federal, central, or national agency, department, commission, board, office, council, or authority (executive, legislative, or judicial); (b) a municipality, special district, city, county, or state governmental agency, department, commission, board, office, council, entity, or authority, or any other agency in the executive, legislative, or judicial branch of state or local government that is created by the constitution or a statute of the governing state, including the district, regional, and state administrative offices; or (c) a public agency or organization created and/or funded by federal, state, or local governments and authorized to conduct the business of governing or supporting citizens, businesses, or other governmental entities. For the avoidance of doubt, the following entities are not Government Entities: private “for profit” companies, non-profit organizations, trade or industry associations, higher education institutions, and labor unions, even those conducting work on behalf of or with government agencies, unless such entity has a specific letter of authorization from a U.S Government Entity pursuant to FAR Part 51. Member represents to Adobe that it and its Affiliates are government entities. A list of qualified “Government Entities” for Japan is available at: http://www.adobe.com/jp/aboutadobe/volumelicensing/pdfs/cl5_government_license_table.pdf.

1.1 For France: a Government Entity is either an agency; a minister; a commission, board, office, or council (national, regional, or local); a city; a region; or any entity subject to the French Public Law and under the administration of a government entity.

2. Terms Applicable to United States Government Members.

2.1 Additional Restrictions. For United States Federal Government Members, it is understood that any orders are subject to FAR 52.232-18 (Availability of Funds) and FAR 52.232-19 (Availability of Funds for the Next Fiscal Year) and therefore United States Federal Government Members shall not deploy any Product unless funds are available to pay for such orders. To the extent any state or local government entity is subject to similar requirements, such entities shall not deploy any Product unless funds are available to pay for such orders.

2.2 Termination. This Agreement may be terminated by a Member who is a United States federal government customer pursuant to FAR 52.249-1 (Termination for Convenience of the Government). Adobe may change the terms of this Agreement at its sole discretion.

2.3 Federal Government Members. Notice to U.S. Federal Government End Users (Commercial Items): The Products, provided under this Agreement are “Commercial Item(s),” as that term is defined at 48

C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation,” and services related thereto, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through §227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Federal Government End Users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions of this Agreement and the TOUs. Unpublished rights are reserved under the laws of the United States- Adobe Inc., 345 Park Avenue, San Jose, CA 95110-2704, USA.

C. NON-PROFIT MEMBERS

Additional terms applicable to Non-Profit Members are contained in the Program Guide. Adobe reserves the right to terminate memberships, if Member is not an eligible non-profit organization, as described on <https://helpx.adobe.com/buying-programs/non-profit.html>.

Adobe Value Incentive Plan Terms and Conditions published and effective as of July 15, 2024

From: [Anne M. Skrodzki](#)
To: [Patricia Tracy](#)
Subject: RE: Adobe - NDA
Date: Friday, March 20, 2026 11:45:18 AM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)

[External Mail] Use caution with links and attachments.

Patsy,

It is once again Adobe renewal time. My position on this remains that we would probably rather not sign the NDA than to insist on the certificate of insurance. One, because adobe is a huge corporation and whether we have the certificate or not, they either have adequate insurance or adequate assets to cover any damage (which, as I've talked to Tad about, risk of damage through this agreement is low). I also think we are probably at greater risk of not keeping track of and accidentally violating an NDA that we've agreed to than as to not having a current COI from a company this large which definitely does have insurance.

Please let me know if you need anything else.

Thanks!

K|T|J KLEIN, THORPE & JENKINS

ANNE M. SKRODZKI

amskrodzki@ktjlaw.com
o: 312.984.6413

15010 S. RAVINIA DRIVE, STE 10
Orland Park, IL 60462 | p: 312.984.6400

ktjlaw.com

From: Patricia Tracy <ptracy@orlandpark.org>
Sent: Thursday, March 12, 2026 11:15 AM
To: Anne M. Skrodzki <AMSkrodzki@ktjlaw.com>
Subject: Adobe - NDA

Anne,

Adobe renewal time – they are again asking for the Village to sign an NDA to view and obtain their Certificate of Insurance.

Any suggestions?

Thanks,

Patsy

Patricia Tracy | Executive Assistant

Village of Orland Park

14700 S Ravinia Avenue | Orland Park Illinois 60462

Ph. 708-403-6289

