COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER 144782
PAGE 1 OF 13
DATE: 2/19/2025

SUBJECT: **CONSIDERATION OF ADOBE SALES ORDER - ADOBE ON-DEMAND, MANAGED SERVICES, AND CLOUD SERVICES - INFORMATION TECHNOLOGY - ADOBE, INC.**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider Adobe Sales Order with Adobe, Inc. for Information Technology.

BACKGROUND

On February 21, 2024, the Commissioners Court, through court Order #142687, approved Adobe, Inc. as sole source for Adobe on-demand, managed services, and cloud services used to facilitate operation of the Tarrant County website.

The Adobe Sales Order allows for the addition of two (2) virtual centralized processing units (CPUs). This enhancement is necessary to increase compute capacity of the County's use of Adobe's cloud services.

The Adobe Sales Order is attached for approval and signature. The Criminal District Attorney's Office reviewed the contract as to form.

FISCAL IMPACT

Funding in the amount of $17,000.00 is available in account 10000-2025 General Fund/1810410000 Application Develop-Support/578025 Software Maintenance and Licenses.

SUBMITTED BY	Purchasing	PREPARED BY:	Elaine Johnson, CPPO, CPPB
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP

Adobe

Adobe Sales Order

Customer	COUNTY OF TARRANT
Deal Registration ID	DR4217944
Currency	USD

1. This Sales Order is an amendment ("Amendment") to Adobe Contract Number 01095325 (the "Existing Agreement"). Except as expressly modified by this Amendment, the Existing Agreement remains unmodified and in full force and effect. All Adobe Products and Services listed on this Sales Order are provided under the following: (A) this Amendment; (B) the terms and conditions in the Existing Agreement including all the Attachments thereto, which is incorporated herein by reference; and, (C) the applicable Product Specific Licensing Terms ("PSLTs") attached hereto as Exhibit A (collectively, the "Agreement"). The Existing Agreement includes the applicable Sales Order(s) and related master terms, including any and all exhibits, appendices, addenda, and attachments. In the event of conflict between this Amendment and the Existing Agreement, the terms of this Amendment will control. Customer indicates its agreement to the terms of this Amendment and the Existing Agreement.
2. As of the Effective Date of this Amendment, the following line items are hereby added to the Adobe OnDemand Services table under the Products and Services Pricing Detail for Option Year 1 and Option Year 2 of the Existing Agreement:

Adobe Managed Services

Except as otherwise specified in this Sales Order, these Managed Services terminate on the identified License Term End Date. Support Services are described under Exhibit A of ECM# 01095325

Option Year 1 Add On:

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric/Unit of Measure	License Term Start Date	License Term End Date	Unit Price	Total Fees
28	58051770	AEM:MS INCREASE INSTANCE BY 1 VCPU	Annually in Advance	2	Each INSTANCE Per Year	01-Mar-2025	28-Feb-2026	8,500.00	17,000.00

Option Year 2 Add On:

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric/Unit of Measure	License Term Start Date	License Term End Date	Unit Price	Total Fees
29	58051770	AEM:MS INCREASE INSTANCE BY 1 VCPU	Annually in Advance	2	Each INSTANCE Per Year	01-Mar 2026	28-Feb 2027	8,500.00	17,000.00

28-29 AEM:MS INCREASE INSTANCE BY 1 VCPU
The dates set forth in the pricing table represent the best estimates of the License Term Start Date; such dates will be adjusted to be the later of the estimated dates or the actual delivery date of login credentials to access the Products and Services.

3. As of the 01-Mar-2025 Start Date set forth above, the Parties agree this Sales Order terminates and replaces prior Adobe Contract Number 01127053 ("Terminated Sales Order").

4. The following Option Year 1 Fees are hereby added under the Summary of Fees of the Existing Agreement and are due under this Amendment:

Option Year 1 Add On:	17,000.00

5. The following Option Year 2 fees are hereby added under the Summary of Fees of the Existing Agreement:

Option Year 2 Add On:	17,000.00

6. Customer agrees to purchase the Products and Services set out in the Products and Services Pricing Detail section. The offer described in this Sales Order is contingent upon Customer's execution and return of this Sales Order no later than 28 February 2025 (unless countersigned by Adobe).

7. All fees will be invoiced beginning on the applicable Start Date in accordance with the Billing Cycle, as noted in the Products and Services Pricing Detail section. Payment terms are net 30 days and will be measured from the date of invoice.

8. Purchase Order ("PO") required? Yes → tick: [✓] If a PO is required by Customer, it must be delivered to Adobe on the Effective Date of the Sales Order, or promptly thereafter. If the PO is not received by Adobe on the Effective Date of the Sales Order, or promptly thereafter, or is not required by Customer, then the Adobe Contract Number and/or the Deal Registration Number will be referenced on the Adobe invoice. Payment due date(s) will not be extended by any delays in issuing a PO.

Adobe Contract Number: 01136154
Reference Agreement Number: 01095325

By signing below, each Party acknowledges that it has carefully read, fully understands, and agrees to the terms of this Agreement. This Agreement becomes effective upon the date of last signature (the "Effective Date"). Each of the individuals signing this Agreement represents that they have the authority to bind their respective Party to its terms.

Adobe Inc. (ADUS)
345 Park Avenue, San Jose CA 95110, United States

Authorized Signature

Anthony Miller
Print Name

Manager, Order Management
Title

Feb 6, 2025
Date

COUNTY OF TARRANT
PLAZA 200 TAYLOR STREET,
FORT WORTH, TX 76102 UNITED STATES

Authorized Signature

Print Name

Title

Date

Purchase Order Number :
ECC ID Number: 0001456328

North America

End User : 1456328	**Bill-To** : 0001456328	**Ship-To** : 1456328
COUNTY OF TARRANT PLAZA 200 TAYLOR STREET FORT WORTH, TX, 76102 UNITED STATES	COUNTY OF TARRANT PLAZA 200 TAYLOR STREET FORT WORTH, TX, 76102 UNITED STATES	COUNTY OF TARRANT PLAZA 200 TAYLOR STREET FORT WORTH, TX, 76102 UNITED STATES
	Invoicing Contact Name: Contact Email: itinvoices@tarrantcounty.com	Customer Admin Name: Elaine Johnson Contact Email: ekjohnson@tarrantcountytx.gov

Instructions for Signed Agreements:

http://wwwimages.adobe.com/content/dam/acom/en/legal/terms/enterprise/pdfs/Instruction-for-Adobe-SignedAgreements-EN.pdf

17 January 2025 12:11:40 PM

06 February 2025 09:23:04 AM

Exhibit A

PSLT - Adobe Experience Manager: Managed Services (2024v1)

1. **Pre-Production Phase**

   1.1 During the Pre-Production Phase, Customer will:

   (A) create and provide a complete and accurate Runbook to Adobe for review and obtain Adobe's written approval of such Runbook;

   (B) create and test Customer Customizations for the purpose of evaluating potential configurations of the Managed Services;

   (C) use the Cloud Manager Framework to submit, store, process, and manage changes to, the Customer Customizations, including Customer Customization source code; and

   (D) conduct additional quality and security testing of those Customer Customizations and configurations by performing bug elimination, simulations, and integration with other Customer systems.

2. **Production Phase**

   2.1 If Customer desires to make any Customer Customizations to the Managed Services once the Managed Services are in the Production Phase:

   (A) Customer will request that Adobe launch a cloned staging server, implement such Customer Customizations, and request that such Customer Customizations be reviewed and approved by Adobe;

   (B) the Managed Services will then revert to the Pre-Production Phase in connection with such Customer Customizations on such cloned server; and

   (C) Adobe will continue to simultaneously run the Managed Services in the Production Phase while such Customer Customizations are in the Pre-Production Phase.

3. **Customer Customizations**

   3.1 Adobe will not be responsible for any defect or failure in the Managed Services caused by Customer Customizations, Customer's configuration of the Managed Services, or by Customer's failure to meet the obligations in sections 1 and 2 (Pre-Production Phase and Production Phase). Customer acknowledges and agrees that any testing of Customer Customizations via the Cloud Manager Framework represents only a subset of the overall testing that needs to be completed by Customer. Customer is solely responsible for all testing (security and quality) of Customer Customizations.

   3.2 Should Customer fail to implement changes to Customer Customizations required by the Cloud Manager Framework, Customer may need to license additional Managed Production Capacity.

4. **Development Consultant.** Any Development Consultant(s) appointed by Customer under this PSLT works expressly and exclusively at Customer's direction and Customer is responsible for any acts or omissions of such Development Consultant(s). Adobe may deny access to any Development Consultant it deems is adversely impacting the Managed Services or other Managed Services customers. References to Customer in this PSLT refer to both Customer and its Development Consultant(s).

5. **Runbook.** Customer's Runbook must, at a minimum, include the subject matters listed below in the format provided by Adobe. Customer must promptly update the Runbook each time it creates new Customer Customizations that are accepted by Adobe for use in the Production Phase. Adobe may, in its sole discretion, from time to time during the License Term, change or modify the subject matters required to be included in the Runbook, and Customer will promptly update its Runbook to include such new subject matters. Customer will immediately update the Runbook upon any Adobe request.

   5.1 **Runbook Table:**

Runbook Subject Matter	Description
System Configuration	Adobe may provide Customer with information regarding the configuration of the Managed Services, and Customer must verify whether this information is correct.
Customizations	A list of all Customer Customizations. A list and description of the functionality of all software (including of any bugs) installed by Customer in connection with the Managed Services. A list of all AEM Forms Reader Extensions credentials or PKI certificates applied to the Managed Services by Customer. Any Customer-specific backup schedule for Customer's implementation of the Managed Services.
System Monitoring	A list of any connections between the Managed Services and any other systems on which the Managed Services is dependent. A list of parameters for such connections that should be monitored by Adobe to ensure functioning of the Managed Services. A list of parameters associated with any Customer Customizations that should be monitored by Adobe to ensure functioning of the Managed Services.
User Acceptance Testing Documentation	Describe the load testing scenarios conducted by Customer. Describe the user acceptance testing scenarios conducted by Customer. Describe the positive and negative outcomes of such testing.
Post-Production Changes	Describe the changes to the Managed Services' Production Phase, which were requested by Customer and approved and implemented by Adobe.
Events and Responses	List all known weaknesses in Customer Customizations to the Managed Services. Recommend actions to be taken by Adobe when providing support for the Managed Services. Include the following information, at a minimum: • all log files created by Customer; • all information source or recipient repositories; • all databases and other information storage occurring in the Managed Services; • any encryption models implemented in the Managed Services; • all communications with any upstream data sources, including forms; • any additional executables/WAR Files added to the Managed Services; • all information required for long-term administration of the Customer Customizations; and • the most common failure modes and recommendations for recovery from such failures.
Contacts and Contracts	Specify a Customer contact who Adobe should notify if the system goes down. Specify a Customer resource who has technical knowledge of the Managed Services and who can answer questions from Adobe. Specify any links between Customer's IT gate keeper for the Managed Services and other Customer systems (*e.g.*, LDAP, data repositories, etc.). Specify the Customer relationship manager for Development Consultant. Specify the Development Consultant contact who Adobe can contact in a support emergency. Specify the Development Consultant contact for management escalation. Specify the Development Consultant contact with whom Adobe will work to test upgrades to the Managed Services.

Runbook Subject Matter	Description
	Describe the agreement between Customer and Development Consultant. Include details on Development Consultant's response time requirements and other special instructions from Customer regarding such response times.

6. **Long-Term Storage and Encryption**

   6.1 Adobe stores all long-term Customer Data and related operational data on mechanisms external to the virtual machines supporting Customer's Managed Services deployment.

   6.2 Adobe encrypts all Customer Data and related operational data stored outside the virtual machine at a standard of no less than AES-256.

7. **Backup**

   7.1 Adobe backs-up long-term Customer Data, and related operational data of production and non-production environments such that Adobe can make a rapid recovery of the Managed Services in the event of a loss of the primary data within a system.

   7.2 Adobe encrypts all backups at the same standard or better as set forth above for long-term storage. All backed-up Customer Data and related operational data will, after encryption, be distributed across multiple data centers within a given cloud region to allow for recovery within these data centers in the event of the loss of function of the primary data center.

   7.3 All backups of the production environment will be taken at a frequency specified by Customer in Customer's Runbook, or daily if no specification is made.

   7.4 Adobe will retain all backups of the production environment for a period specified in Customer's Runbook, or for one week if no specification is made. Adobe may delete and overwrite all backup files from media seven days after the end of the retention period unless Adobe is otherwise requested to retain these files, in writing, by Customer or law enforcement.

   7.5 All backups of the non-production environment will be taken daily and Customer is entitled to one non-production environment restore per week.

   7.6 Adobe will retain a back-up of the non-production environment until replaced by the subsequent back-up.

   7.7 Customer Data and Customer Customizations, including source code, stored within the Managed Services will be available to Customer for 30 days after the expiration or termination of the License Term in the same format then available within the Managed Services. Customer acknowledges and agrees that the Managed Services should not be Customer's only repository for Customer Customizations.

8. **Adobe Experience Targeting – Data Retention.** To the extent that Customer has licensed Managed Services that include bundled Adobe Experience Targeting, Customer Data collected by Adobe Experience Targeting may be permanently deleted from Adobe's servers (a) 90 days after collection for visitor profile data, and (b) 12 months after collection for Customer Site activity data. Customer Data associated with Adobe Experience Targeting is stored outside of the Managed Services, in the Adobe Experience Targeting On-demand Service environment.

9. **Adobe Developer App Builder.** Any integration developed by Customer using Adobe Developer App Builder is considered a Customer Customization.

10. **License for Development Software.** Customer may install and use a reasonable number of copies of the On-premise Software versions of the licensed Managed Services in a development environment only, strictly for testing and quality assurance purposes and not for production purposes.

11. **Permitted Use.** Adobe may access, use, copy and store Customer Data, Customer Customizations, User interactions, and Managed Services system performance to test AEM and the Managed Services and derive information which may be used to develop, build, modify, improve, support, and operate AEM and the Managed Services; provided, however, that any copy of such Customer Data, or Customer Customizations created for the

purpose of the aforementioned testing will be subject to the applicable confidentiality obligations established in the Agreement.

12. **Use of Fonts.** Except as otherwise detailed in the Agreement, Adobe's proprietary or licensed fonts are embedded with the Products and Services only for use within the user interface of the Products and Services.
13. **Patches.** Customer is prohibited from applying patches to the Managed Services, unless expressly approved by Adobe in the Runbook.
14. **Service Level Agreement.** Adobe's Minimum Uptime Percentage obligations are detailed in the Unified SLA and the AEM Managed Services Addendum found here: https://www.adobe.com/legal/service-commitments.html (together the "Service Level Agreement").
15. **Support Services.** All priority issues and issues related to the performance of the Managed Services should be submitted pursuant to the Support Policies: Terms and Conditions described at: https://helpx.adobe.com/support/programs/support-policies-terms-conditions.html (each a "Service Request"). If a Service Request relates to a problem in the usage of the Managed Services, Customer will provide Adobe with sufficient access and detail to permit Adobe to understand and reproduce the problem. If it is mutually determined by Customer and Adobe that the problem represents an error in the Managed Services that causes it to not operate in substantial conformity with applicable Documentation, Adobe will process the Service Request as detailed in the Support Policies: Terms and Conditions. In addition, Adobe may, at its sole discretion and from time to time, implement fix releases.
16. **Software Updates and Upgrades.** During the License Term, all Managed Services include the updates and upgrades that are released to the general Adobe customer base.
    (A) **Types of Upgrades.** From time to time during the License Term, Adobe may implement upgrades to the Managed Services. Those upgrades may include a Customer-specific upgrade, an upgrade necessary for the security of the Managed Services or to address issues causing Adobe not to meet the Minimum Uptime Percentage (each an "**Emergency Upgrade**"), a minor upgrade (i.e., a maintenance release or a new minor version change to the Managed Services for purposes including but not limited to, error correction), an upgrade delivered as a Service Pack specific to the latest version of Adobe Experience Manager (each an "**AEM Service Pack Upgrade**") or a major upgrade (i.e., a new version of the Managed Services).
    (B) **Upgrade Events Sequence.** Adobe will make all reasonable efforts to first install all upgrades on a server in the Pre-Production Phase at a mutually agreed upon time described in section 15(C) (Upgrade Timing) below. Once Adobe performs such installation, Customer will work with Adobe to test the upgrade's implementation in a timely fashion and will notify their Adobe contacts, as listed in the Runbook, of the success or failure of such testing. In the event of successful test results, Adobe will install the upgrade on server(s) in the Production Phase on a schedule described in section 15(C) (Upgrade Timing) below. In the event of the failure of the upgrade, Adobe will take corrective action if the issue is with Adobe's software. If the issue is with Customer Customizations, Adobe will take reasonable steps to support Customer in Customer's efforts to make adjustment to the code underlying Customer Customizations. Upon successful resolution of any such issues, Adobe will install the upgrade on the Production Phase server(s) as described above. A Customer may elect to defer or decline any such upgrade (excluding Emergency Upgrades) as set forth in section 15(D) (Upgrade Deferrals) below.
    (C) **Upgrade Timing.** Emergency Upgrades will be implemented by Adobe as needed. If Customer is on the latest version of Adobe Experience Manager, AEM Service Pack Upgrades will be implemented by Adobe upon Customer's request, or at least once every 18 months, to upgrade Customer to the most recent AEM Service Pack Upgrade. As part of the AEM Service Pack Upgrade, Adobe may, at its discretion, make other maintenance updates to the Managed Services system infrastructure. All other upgrades will be implemented by Adobe throughout the License Term upon prior written notice to Customer as specified in the Runbook. Adobe will notify Customer, with as much lead time as possible, of the availability of such upgrades. After Adobe provides such notification, Adobe will work with Customer to determine a mutually agreed upon time to provide

a Pre-Production Phase system for Customer to start testing the upgrade. Unless Adobe agrees in writing to a longer test period, Customer must finish its testing within 5 business days after Adobe makes the upgraded Managed Services available. In the event that Customer notifies Adobe that the tests on the Pre-Production Phase system have passed, Adobe will work with Customer to determine a mutually agreed upon maintenance window or other time period to implement the upgrade.

(D) **Upgrade Deferrals.** A Customer may elect to defer or decline any upgrade (excluding Emergency Upgrades). If Customer defers or declines an AEM Service Pack Upgrade that is required to maintain the Managed Services within the latest six supported AEM Service Pack Upgrades of the latest Adobe Experience Manager major version (each a "**Support Upgrade**") for any reason (including but not limited to, unwillingness to accept the Support Upgrade or unwillingness to make Customer Customizations that enable the Managed Services to become compatible with a Support Upgrade), Customer agrees to pay Adobe an additional extended operations uplift fee calculated as an additional 50% increase to any fees incurred after the effective date of Customer's deferral or declining of the Support Upgrade ("**Extended Operations Uplift Fee**"). Notwithstanding the foregoing, Customer is not obligated to pay to Adobe any such Extended Operations Uplift Fees if Customer is willing to install the Support Upgrade, but an action by Adobe causes such Support Upgrade to fail to be backward compatible with the then-current version of the Managed Services, provided Customer continues to work with Adobe to install the applicable Support Upgrade within a reasonable period of time.

(E) **Emergency Upgrades.** Notwithstanding anything to the contrary herein, Customer must accept all Emergency Upgrades.

17. **Product Description.** Product limitations are detailed in the Product Description for Adobe Experience Manager Managed Services found here: https://helpx.adobe.com/legal/product-descriptions.html.

18. **Representations and Warranties**. Customer represents and warrants that for Customer Data and Customer Customizations, through ownership or a valid license, it has sufficient rights for Adobe's use thereof as contemplated by the Agreement, and for Customer's use in connection with the Products and Services, and that the Customer Data and Customer Customizations, and the aforementioned uses thereof, comply with all applicable laws and regulations and do not infringe, misappropriate, or otherwise violate the rights (including intellectual property rights) of any person or entity.

19. **Additional Definitions**

19.1 "**Cloud Manager Framework**" means Adobe's continuous integration, continuous deployment and testing framework. The Cloud Manager Framework may:

(A) store Customer Customizations, including source code (Customer agrees that it will upload only Customer Customizations into the Cloud Manager Framework repository);

(B) test the quality of Customer Customizations;

(C) provide recommended or required updates or changes to Customer Customizations;

(D) provide Customer with access to Adobe's identity management system (Customer agrees that it will notify Adobe regarding any desire to use an alternative identify management system);

(E) compile approved Customer Customizations;

(F) deploy Customer Customizations in the Production Phase; and

(G) allow authorized Users to make self-service increases to Managed Services system infrastructure.

19.2 "**Customer Customizations**" means the customizations made to the Managed Services by Customer or at Customer's direction. Customer Customizations do not constitute Indemnified Technology. Customer owns (or, where applicable, must ensure it has a valid license to) Customer Customizations, subject to Adobe's underlying intellectual property in the Adobe Technology. Customer acknowledges and agrees that Adobe's access to Customer Customizations does not preclude Adobe from

independently developing (without use of Customer Customizations) or acquiring similar technology without obligation to Customer.

19.3 **"Customer Data"** is defined the in Adobe General Terms. Where "Customer Content" is defined separately in the Adobe General Terms, Customer Data includes Customer Content.

19.4 "**Development Consultant**" means a third-party systems integrator that (a) Customer has authorized, under section 5 of the General Terms, to access, test and customize the Managed Services during the Pre-Production Phase, and (b) has a minimum of one individual on the development team who has an AEM 6 Architect Certification and will be significantly engaged and involved in the Managed Services development project.

19.5 "**Minimum Uptime Percentage**" means the minimum Uptime Percentage (as defined in the Service Level Agreement) identified in the Sales Order and Documentation for each Managed Service licensed by Customer. Development (QA) Instances and Stage Instances have no guaranteed Minimum Uptime Percentage.

19.6 "**Pre-Production Phase**" means the period of time before the Production Phase.

19.7 "**Production Phase**" means the period of time when Managed Services Users use the Managed Services (A) on Customer Sites; or (B) for its internal operations.

19.8 "**Runbook**" means a document written by Customer that provides Adobe with a list of Customer Customizations and configurations Customer made to the Managed Services. Such list is intended to assist Adobe in running and supporting the Managed Services in the Production Phase.

19.9 **"Service Pack"** means a scheduled quarterly release which supports the upgrade path for a specific version, where a patch release number is a single digit number, and which, after installation, will increase the installed release number patch digit, based on the formula X.Y.Z.SPx., where X is the primary version number, Y is the secondary version number, Z is the patch number, and x is the service pack number.

SIGNED AND EXECUTED this _____ day of _____, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

Kimberly Colliot Wesley
Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: Consideration of Adobe Sales Order - Adobe On-Demand, Managed Services, and Cloud Services - Information Technology – Adobe, Inc.

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

****

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution, or order.

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Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation, or dedication of real property?

   Yes_____ No √

2. Does the county action limit or restrict a real property right, even partially, or temporarily?

   Yes_____ No √

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

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