



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 1

[List View](#)

General Information

[Contact](#)[Default Values](#)[Discount](#)[Document Information](#)

Procurement Folder: 618952

Procurement Type: Central Purchase Order

Vendor ID: VS0000019861

Legal Name: NextRow Inc

Alias/DBA:

Total Bid: \$15,581.00

Response Date: 08/29/2019

Response Time: 13:33

SO Doc Code: CRFQ

SO Dept: 0307

SO Doc ID: DEV2000000005

Published Date: 8/16/19

Close Date: 8/30/19

Close Time: 13:30

Status: Closed

Solicitation Description: Adobe Creative Cloud

Total of Header Attachments: 1

Total of All Attachments: 1



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
Solicitation Response

Proc Folder : 618952
Solicitation Description : Adobe Creative Cloud
Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-08-30 13:30:00	SR 0307 ESR08291900000001314	1

VENDOR

VS0000019861
 NextRow Inc

Solicitation Number: CRFQ 0307 DEV2000000005

Total Bid : \$15,581.00

Response Date: 2019-08-29

Response Time: 13:33:37

Comments:

FOR INFORMATION CONTACT THE BUYER

Dusty J Smith
 (304) 558-2063
 dusty.j.smith@wv.gov

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Software- Adobe Creative Cloud All Apps	17.00000	EA	\$870.000000	\$14,790.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description : Software- Adobe Creative Cloud All Apps

Comments: Delivery days are mentioned from the time of PO generated from customer to Nextrow. Typically it can happen in a day as well if there are no modifications are required in PO

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Software- Acrobat Pro DC	7.00000	EA	\$113.000000	\$791.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description : Software- Acrobat Pro DC

Comments: Delivery days are mentioned from the time of PO generated from customer to Nextrow. Typically it can happen in a day as well if there are no modifications are required in PO

PSLT – Adobe Creative Cloud and Adobe Document Cloud (2019v3)

PRODUCT SPECIFIC LICENSING TERMS FOR ON-PREMISE SOFTWARE

1. Multiple-User Access.

- 1.1 If On-premise Software licensed on a per-User basis is installed on a Computer accessible by more than one User, then the total number of Users (not the concurrent number of users) capable of accessing the On-premise Software must not exceed the license quantity stated in the Sales Order.
- 1.2 Customer must not install or access (either directly or through commands, data, or instructions) the On-premise Software for operations not initiated by an individual User (e.g., automated server processing).

2. Activation; Installation.

- 2.1 **Activation Limits.** If Customer licenses the On-premise Software on a per-User basis, each User may activate the On-premise Software on up to two Computers at a time; however, each User is not permitted to use the On-premise Software on the two Computers simultaneously.
- 2.2 **Installation Limits.** If Customer licenses the On-premise Software on a per Computer basis, then Customer may install each licensed copy of the On-premise Software only on one desktop computer.
- 2.3 **Ownership.** All content created by a User with an Adobe ID is owned and controlled by the User and not by Customer. All content created by a User with an Enterprise ID or a Federated ID is owned and controlled by Customer. More information about ID types is available at: <https://helpx.adobe.com/enterprise/help/identity.html>.

3. **Updates.** Customer agrees to receive updates from Adobe as part of Customer's use of the On-premise Software. Unless configured by Customer to prevent automatic updates, some On-premise Software may automatically download and install updates on Customer's system from time to time.

4. **Sample Files.** Customer may use Sample Files only for the purpose for which they were provided. "Sample Files" means the Adobe-provided sample files such as content images, clip art, stock images or sounds for use in tutorials, demonstrations, and for other trial purposes, which may be identified as sample files. Customer may not distribute Sample Files on a stand-alone basis (*i.e.*, any circumstance where the primary value of the distributed product lies in the Sample Files) nor claim any rights in the Sample Files.

5. **Content Files.** "Content Files" means Adobe assets provided as part of the On-Premise Software or On-demand Services. Unless documentation or specific licenses state otherwise, Adobe grants Customer a non-exclusive, non-sublicensable and non-transferable license to use the Content Files to create Customer's end use (*i.e.*, the derivative application or product authored by Customer) into which the Content Files, or derivations thereof, are embedded for Customer's use ("End Use"). Customer may modify the Content Files prior to embedding them in the End Use. Customer may reproduce and distribute Content Files only in connection with Customer's End Use; however, under no circumstances can Customer distribute the Content Files on a stand-alone basis outside of the End Use.

6. **Embedded Use.** Customer may embed or distribute, as applicable, any software made available to Customer through the On-premise Software (including runtimes, add-ins, and utilities provided with the On-premise Software, for example as part of an application that is packaged to run on the Apple iOS or Android™ operating systems) as part of developer applications, electronic documents or content, and may only permit use of such software in connection with such application, document or content. No other embedding rights are implied or permitted.

7. **Serial Numbers.** This section applies to Customer if Customer is utilizing serial numbers to deploy On-premise Software as of the Effective Date. Adobe is updating its application licensing technology. Once Adobe ports the On-premise Software to this new technology starting in October 2018, new versions of the On-premise Software will not be accessible to those Customers who use serial numbers to deploy the On-premise Software.
8. **After Effects Render Engine.** Customer may install an unlimited number of Render Engines on Computers within its intranet if at least one Computer within its intranet has the full version of the Adobe After Effects software installed. The term “**Render Engine**” means an installable portion of the On-premise Software that enables the rendering of After Effects projects but does not include the complete After Effects user interface.
9. **Adobe Runtime.** If the On-premise Software includes Adobe AIR, Adobe Flash Player, or portion(s) of the On-premise Software embedded in a presentation, information, or materials created and generated using the On-premise Software (each an “Adobe Runtime”), then distributions of the resulting output file or developer application on a non-PC device may require Customer to obtain licenses and be subject to additional royalties, for which Customer is solely responsible.
10. **AVC Distribution.** The notices applicable to On-premise Software containing AVC import and export functionality are located on the Third-Party Notice Page referenced in section 15.
11. **Adobe Media Encoder.** Customer may install Adobe Media Encoder (“**AME**”) on a Computer within its intranet solely for encoding, decoding, or transcoding projects created by licensed instances of the On-premise Software running on other Computers within its intranet, provided that the number of installations of AME does not exceed the number of licenses purchased for the On-premise Software. Customer may not use the foregoing implementation of AME to offer, use, or permit the use of AME (A) with software other than the On-premise Software, (B) as part of a hosted service, (C) on behalf of any third party, (D) on a service bureau basis, or (E) for operations that are not initiated by an individual User, except Customer may automate the operation that starts the process of encoding, decoding, and transcoding projects using AME within its intranet.
12. **Use of On-premise Software in China.** If Customer has Users in China, such Users are only permitted to activate the On-premise Software referred to by Adobe as “**Creative Cloud for Enterprise Offering in China**” and “**Acrobat for Enterprise Offering in China**” (collectively, “**China Offering**”). Customer is not permitted to use the China Offering, or component thereof, anywhere outside of China. All warranties provided by Adobe to Customer in this Agreement are void for any version of the On-premise Software activated by Users in China that is not the China Offering.

PRODUCT SPECIFIC LICENSING TERMS FOR ON-DEMAND SERVICES

13. Use of Service.

- 13.1 **User-Generated Content.** The On-demand Services may contain user-generated content that is: (A) inappropriate for minors, (B) illegal in some countries; or (C) inappropriate in certain circumstances. If Customer wants to prevent viewing of or access to user-generated content, it should either (1) disable On-demand Services access in the Creative Cloud Packager, where that functionality is made available; or (2) block access to the On-demand Services via its network firewall. Adobe disclaims liability for all user-generated content available via the On-demand Services.
- 13.2 **Additional License Restrictions.** Customer must not:
 - (A) place advertisement of any products or services through the On-demand Services;
 - (B) use any data mining or similar data gathering and extraction methods;
 - (C) circumvent any access or use restrictions;

- (D) impersonate any person or entity, or falsely state or otherwise misrepresent Customer's affiliation with a person or entity; or
- (E) attempt to (1) interact with the operating system underlying the On-demand Services, or (2) modify, create derivative works of, adapt, translate, reverse engineer (including monitoring or accessing the inputs and outputs flowing through a system or an application), decompile, or otherwise attempt to discover, within any Adobe Technology, the source code, data representations, or underlying algorithms, processes and methods. This restriction will not apply to the extent it limits any non-waivable right Customer may enjoy under applicable law.

14. Storage and Retention. Adobe will store Customer Content and Customer Data during the License Term up to any storage limit specified in the admin console, subject to section 21 (Exception to General Terms for Customer Data). Adobe may create reasonable storage limits, such as limits on file size, storage space, and other technical limits. If Customer exceeds those limits, Adobe will make reasonable efforts to notify Customer to permit transition of Customer Content and Customer Data prior to deletion.

PRODUCT SPECIFIC LICENSING TERMS FOR ON-PREMISE SOFTWARE AND ON-DEMAND SERVICES

- 15. Third-Party Notices.** The creators or third-party licensors of certain public standards and publicly available code ("**Third-Party Materials**"), require that certain notices be passed through to the end users of the On-premise Software. These third-party notices are located at <http://www.adobe.com/go/thirdparty> (or a successor website thereto). The inclusion of these third-party notices does not limit Adobe's obligations to the Customer for Third Party Materials integrated into the On-premise Software.
- 16. Digital Certificates.** The On-premise Software or On-demand Services may include technology that allows Customer to enable electronic signatures or digital credential features ("**Key**"). Customer may not access, attempt to access, control, disable, remove, use, or distribute the Key for any purpose. Digital certificates may be issued by third party certificate authorities, and Customer is solely responsible for deciding whether or not to rely on a certificate.
- 17. Privacy Policy.** Information regarding the collection and processing of personal data by Adobe and the Products and Services covered by this PSLT can be found in Adobe's Privacy Policy at <http://www.adobe.com/go/privacy>.
- 18. Account Activity.** Each User has an account associated with his or her login ID. Customer is responsible for all activity that occurs via a User's account(s).
- 19. Modification.** Adobe will make reasonable efforts to notify Customer of any modification or discontinuation of any On-demand Service or any On-premise Software or any portions thereof. Adobe will provide Customer with a pro-rata refund of prepaid fees or with a service similar to any discontinued On-demand Service.
- 20. User License Transfers.** Customer may deploy Products and Services licensed on a per User basis only to an individual(s) (either an employee or contractor of Customer) through a unique login ID and password. Customer may not allow the use of the same login ID by two or more Users, nor may Customer deploy the Products and Services in any shared license model or similar license deployment (including, but not limited to, floating, generic user, leased, or shift license deployment). Customer may transfer a license from one User to another individual (either an employee or contractor of Customer) without being deemed an additional deployment, subject to any reporting requirements that may be contained in a Sales Order, and provided Customer de-installs the Product and Service from the Computer of that User, and the new employee or contractor then uses a new ID and password.

PRODUCT SPECIFIC LICENSING TERMS FOR ADOBE CREATIVE CLOUD

- 21. Exception to General Terms for Customer Data.** Customer Data, as defined in the General Terms, does not apply to Customer's use of the Adobe Creative Cloud.

PRODUCT SPECIFIC LICENSING TERMS FOR ADOBE SIGN

22. Additional Definitions.

- 22.1 **“Business Associate Agreement”** means an agreement that is drafted to satisfy specific components of applicable law, including but not limited to HIPAA and relevant implementing regulations.
- 22.2 **“Electronic Document”** means any document uploaded into Adobe Sign.
- 22.3 **“Participant”** means any individual or entity who electronically reviews, accepts, signs, approves, transmits, or delegates action to a third party regarding Electronic Documents via Customer’s Adobe Sign account.
- 22.4 **“Protected Health Information”** or **“PHI”** has the meaning given to such term under the Privacy and Security Rules at 45 C.F.R. § 160.103, limited to the information created or received by Adobe from or on behalf of Customer.
- 22.5 A **“Transaction”** occurs each time an Electronic Document, or collection of related Electronic Documents up to 100 pages or 10 MB are sent to Participants through Adobe Sign.

23. Privacy, Information Security, and Compliance.

- 23.1 **Sensitive Personal Data.** The Sensitive Personal Data section of the General Terms does not apply to Customer’s use of Adobe Sign. Notwithstanding the above, Customer agrees not to collect, process, or store any PHI using Adobe Sign unless Customer has entered into a Business Associate Agreement with Adobe for Adobe Sign.
- 23.2 **Configurable Controls.** Adobe makes certain security controls available and configurable by Customer, or Adobe’s customer support. It is Customer’s responsibility to determine what notices, consents, and controls Customer requires in order to comply with laws, standards, regulations, or obligations that Customer may have to Customer’s Participants. Once Customer sends an Electronic Document for signature, or transfers an Electronic Document out of Adobe Sign, or to a third-party provider, that Electronic Document leaves Adobe’s servers, and Adobe’s security controls no longer apply.
- 23.3 **Security.** Section 8.2 of the General Terms applies to Customer Content for Customer’s use of Adobe Sign.

24. Legal Counsel. Customer will rely on its own legal counsel as to the use and viability of electronic signatures in a particular country or for a particular use.

25. Customer-Generated Spikes. Customer agrees to work with Adobe to create a plan to manage any spikes in demand for system resources driven by Customer (**“Spikes”**). In the absence of such collaboration, Customer agrees that Adobe may throttle or otherwise queue Customer’s Transactions to manage any such Spikes.

PRODUCT SPECIFIC LICENSING TERMS FOR ADOBE FONTS

26. Desktop Publishing.

- 26.1 Customer may use Desktop Fonts that have been synchronized to Customer’s Computer to design and develop Customer Documents. Customer may embed and distribute Desktop Fonts within Customer’s Documents so that when others view, print or interact with Customer’s Documents they will see Customer’s content displayed with Desktop Fonts as Customer intended; and
- 26.2 Customer may only embed those characters (i.e., subset) of Desktop Fonts that are necessary to display, print, and view the Customer Document.

27. Website Publishing.

- 27.1 Customer may use Web Projects to design and develop Customer Sites and to encode a link to selected Web Fonts within a Customer Site design so that visitors to the Customer Site will see the content displayed with Web Fonts as intended.

28. Obligations, Limitations, Restrictions and Prohibited Uses of the Licensed Fonts.

- 28.1 **Continuing access to the Licensed Fonts.** Ongoing access to the Licensed Fonts may require a recurring Internet connection to provision, activate, or synchronize the Licensed Fonts, or to authorize, renew or validate Customer's access to the Licensed Fonts. In some cases, the Licensed Fonts that Customer designs into Customer Documents or Customer Sites (collectively "**Media**") will be viewable by Customer and by third parties that access or view the Media only for as long as Customer maintains an uninterrupted subscription plan (including payment of all subscription plan fees, if applicable).
- 28.2 **Prohibited Uses of the Licensed Fonts.** Customer is expressly prohibited from:
- (A) Allowing external output of the Licensed Fonts from within Customer's Media, or distributing any portion of the Licensed Fonts on a standalone basis or in any way that would allow another person to use the Licensed Fonts;
 - (B) Adding any functionality to, or otherwise changing, altering, adapting, translating, converting, modifying, creating, or making or having made any derivative works of any portion of the Licensed Fonts;
 - (C) Attempting to copy, move or remove Licensed Fonts from a Web Project or from the locations or folders on Customer's Computer where Adobe has installed such Desktop Fonts, or otherwise attempting to access or use the Licensed Fonts other than by subscribing directly to the On-demand Services using the means Adobe provides for such purposes;
 - (D) Using a Web Project in connection with any published content Customer creates for its clients as an Agency, or with any published content other than a Customer Site;
 - (E) Using any portion of the Desktop Fonts in a Reseller Platform; and
 - (F) Rendering, manufacturing or capturing glyphs, in whole or in part, to be used as a font or typesetting system.
- The prohibited uses above may not apply to certain components included with the Desktop Fonts that are under an open source license.

29. Definitions.

- 29.1 "**Agency**" means an individual or commercial business that provides web or graphic design, advertising, marketing, or similar services to its own customers or clients.
- 29.2 "**Customer Documents**" mean any publicly distributed form of digital document, whether commercial or non-commercial, that uses Desktop Fonts, whether or not embedded, including for print, view or display by anyone accessing the Customer Documents.
- 29.3 "**Desktop Fonts**" means the fonts or font families that Adobe makes available through the On-demand Services for Customer to synchronize to Customer's Computer solely for desktop publishing purposes (i.e., to create Customer Documents).
- 29.4 "**Licensed Fonts**" means the Desktop Fonts and Web Fonts that Adobe makes available to Customer through the On-demand Services.
- 29.5 "**Reseller Platform**" means any service that allows its customers or clients to choose fonts for websites or other products that it provides on their behalf (e.g., blogging platforms, social network profiles, etc.).

- 29.6 **“Web Fonts”** means the fonts or font families that Adobe makes available to Customer through the On-demand Services which Customer may use to create a Customer Site.
- 29.7 **“Web Project(s)”** means the software package created by Customer through the On-demand Services that comprises Customer’s preferred settings, Licensed Fonts choices, formats, style sheets, and other software code, along with any code that wraps and identifies each Licensed Font.

PRODUCT SPECIFIC LICENSING TERMS FOR ADOBE SPARK

- 30. Uploading and Publishing Customer Content.** All text, font, images, videos, icons, audio and any other media submitted or uploaded by Customer or on Customer’s behalf to Adobe Spark is Customer Content.
- 31. Customer Font.** For any font or font file Customer uploads or submits into the On-demand Services (“Customer Font”), Customer (A) retains all rights to the unmodified Customer Fonts; (B) acknowledges that enabling the display of any Customer Font with Adobe Spark may require Adobe to use Adobe Technology, including its proprietary font-optimization technology, and that Adobe retains all rights to such Adobe Technology; and (C) acknowledges that if Adobe is informed by a foundry that Customer does not have sufficient rights to a Customer Font, Adobe will take down that Customer Font from Customer’s account and from the Customer Content that uses that Customer Font.
- 32. Third Party Services.** Adobe Spark includes features that allow Customer to use and search for content from independent third-party services from within Adobe Spark and import such content directly into Customer’s project. Adobe Spark provides access to such third-party services as a convenience only. Some third-party services or content may be offered for personal, non-commercial use only. For more information please visit [Image Use Rights](#). All other requirements in the General Terms regarding use of third party providers apply.