



## FULLY EXECUTED

### Adobe Sales Order

**Customer** FOX CORPORATION  
**Deal Registration ID** DR2957123  
**Currency** USD

#### Adobe Inc.

##### Products and Services Pricing Detail:

#### Adobe On-demand Services

Except as otherwise specified in this Sales Order, these On-demand Services may be renewed for successive periods of 12 months upon mutual agreement of the Parties. Support Services are described at: <https://helpx.adobe.com/support/programs/support-policies-terms-conditions.html>

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
01	38053546	ANALYTICS PRIME: OD	Advance   Annually - In	6,857.77	Million SERVER CALLS Per Month	1 January 2022	31 December 2022	19.59	1,612,124.57
02	38052897	ANALYTICS VIDEO: OD SHORT AND LONG	Advance   Annually - In	664.95	Million STREAMS Per Month	1 January 2022	31 December 2022	128.80	1,027,746.72

Adobe On-demand Services: 2,639,871.29

- 01 ANALYTICS PRIME: OD:  
Fees associated with Adobe Analytics Prime Primary Server Calls in excess of the Annual Primary Server Call commitment (as set forth in the 'Quantity' column in the table above) shall be billed @ 19.59 USD CPMM. These overage fees are billed monthly in arrears as incurred. Any Secondary Server Calls generated by Customer shall be billed at 100% of the Primary Server Call overage rate set forth above. Such fees are billed monthly in arrears as incurred.
- 02 ANALYTICS VIDEO:OD SHORT AND LONG:  
Customer may use the majority of the licensed annual Streams for views of a single video playback (including ads) on Customer Site(s) that is greater than 5 minutes ("Long-Form Content"). Fees associated with Adobe Analytics Video Analytics Primary Streams in excess of the Annual Primary Stream commitment (as set forth in the 'Quantity' column in the table above) shall be billed @ 128.80 USD CPMM. These overage fees are billed monthly in arrears as incurred. Any Secondary Streams generated by Customer shall be billed at 75% of the Primary Stream overage rate set forth above. Such fees are billed monthly in arrears as incurred.

#### Adobe Professional Services

Customer will be responsible for all reasonable travel expenses, hotel accommodations, and any other out of pocket expenses properly and reasonably incurred by Adobe in connection with the Services (unless otherwise provided in this Sales Order), provided such expenses are pre-approved by Customer in writing. Such expenses will be charged to Customer at cost. Adobe will provide the Professional Services on a mutually agreeable schedule but in no event sooner than the Start Date identified in the table below.

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	Start Date	End Date	Unit Price	Total Fees
03	38057953	PREMIER SUPPORT ELITE: NS L5	Advance   Annually - In	1.00	Each Per Year	1 January 2022	31 December 2022	<del>375,000.00</del> <b>300,000.00</b>	300,000.00

Adobe Professional Services: 300,000

03

**PREMIER SUPPORT ELITE: NS L5:**

The Support Services under this SKU apply to the applications licensed under this Sales Order and will be provided during the regional business hours aligned with the Customer's billing address. Such Support Services include up to four (4) field services activities for each year of the Support Term. A description of these Support services is available at: <https://adobe.ly/elitesupport>.

## Summary of Fees

Total Sales Order Fees: 2,939,871.29

## Sales Order Terms and Conditions

1. This Sales Order ("Sales Order") is between Adobe Inc. ("Adobe") and Fox Corporation ("Customer") and, from and after the date hereof, cancels, supersedes and replaces the Sales Order with Agreement Number DR2863479/Adobe Contract Number 00844688 (the "Existing Sales Order"). All rights and obligations of the Parties under the Existing Sales Order to the extent available for periods prior to the date hereof shall survive such cancellation, supersession and replacement. All Adobe Products and Services listed on this Sales Order are provided under the terms and conditions of this Agreement. This "Agreement" means this Sales Order and the following, which are hereby incorporated by reference: the master terms and conditions set forth in Exhibit A to Omniture Service Order #33554 (now numbered 4400185088 in Adobe's ECM contract management system) executed by and between Omniture Inc., a predecessor in interest to Adobe (on 29 July 2008), and by Fox Entertainment Group, Inc., a former affiliate of Customer (on 24 July 2008) (the "Master Terms"), as amended by Sections 2-8 of the Sales Order Terms and Conditions to the prior Sales Order with Agreement Number DR1589499 (ECM# 00464652) made effective by and between Adobe, f/k/a Adobe Systems Incorporated, and Fox Networks Group, Inc., a former affiliate of Customer, on 30 October 2015 (the "Amendment"). For purposes of the Agreement, all references to (i) "Service Description" are hereby deleted and replaced in their entirety with "Documentation" and (ii) "Service Order" are hereby deleted and replaced in their entirety with "Sales Order." In the event of a conflict between this Sales Order and the master terms and conditions set forth in Exhibit A to Omniture Service Order #33554 (as amended), this Sales Order will control.
2. For purposes of this Sales Order, "Documentation" means the applicable technical specification and usage documentation for the Products and Services as such materials are made generally available on [www.adobe.com](http://www.adobe.com). "Documentation" does not include any third-party content posted to <https://www.adobe.com>, content published in user forums hosted or moderated by Adobe, content related to any future functionality, or communications exchanged between Adobe and Customer, unless such communications are specifically incorporated by reference within the applicable Sales Order.
3. Customer may permit only the following Customer business units to access or use the Products and Services set out in the Products and Services Pricing Detail section of this Sales Order: **Tubi, TMZ and FOX Television Stations**. Customer shall remain responsible for the acts and omissions of such business units, and any act, omission, and/or breach of the Agreement by such business units shall be treated as if Customer committed such act, omission and/or breach. The right for such business units to use the Products and Services set out in the Products and Services Pricing Detail section of this Sales Order shall cease and be revoked at the time that such business unit ceases to be a business unit of Customer.
4. Customer agrees to purchase the Products and Services set out in the Products and Services Pricing Detail section of this Sales Order. All pricing and discounts described in this Sales Order are contingent upon Customer's execution and return of this Sales Order no later than 19 November 2021 (unless countersigned by Adobe).
5. All fees will be invoiced beginning on the applicable License Term Start Date in accordance with the Billing Cycle, as each of the foregoing is noted in the Products and Services Pricing Detail section of this Sales Order. Payment terms are net 45 days and will be measured from the date of Customer's receipt of the electronic invoice.
6. A purchase order is not required in connection with this Sales Order. Adobe may invoice Customer directly using the Adobe Agreement Number as the reference number on any applicable invoice.

By signing below, each Party acknowledges that it has carefully read and fully understood this Agreement, and each agrees to be bound by the terms of this Agreement. This Agreement becomes effective upon the date of last signature (the "**Effective Date**"). The individuals signing this Agreement represent that he or she has the authority to bind the respective Party to the terms of this Agreement.

**Adobe Inc. (ADUS)**

345 Park Avenue, San Jose, CA 95110, United States



Authorized Signature

Anthony Miller

Print Name

Manager, Order Management

Title

Nov 18, 2021

Date

**FOX CORPORATION**10201 W. PICO BLVD, BLDG 100,  
LOS ANGELES, CA 90064-2606 UNITED STATES

Authorized Signature

Jeffrey Taylor

Print Name

EVP and General Counsel

Title

11/19/2021

Date

Purchase Order Number :

ECC ID Number: 0001524463

**North America**

<b>End User:</b> 1524463	<b>Bill-To:</b> 0001524463	<b>Ship-To:</b> 1524463
FOX CORPORATION 10201 W. PICO BLVD, BLDG 100 LOS ANGELES, CA, 90064-2606 UNITED STATES	FOX CORPORATION 10201 W. PICO BLVD, BLDG 100 LOS ANGELES, CA, 90064-2606 UNITED STATES	FOX CORPORATION 10201 W. PICO BLVD, BLDG 100 LOS ANGELES, CA, 90064-2606 UNITED STATES
	Invoicing Contact Name: Kenneth Cho Contact Email: FoxTech.Finance@fox.com	Customer Admin Name: Contact Email: Julia Turner

**Instructions for sending signed original agreements to Adobe:**

Please return your signed original agreement per the appropriate instructions below. If you have questions regarding these instructions, please contact your Adobe Account Manager or [Adobe Customer Service](#).

For Customers located in the United States, Canada and Mexico only please use one of the following methods to return the signed original agreement to Adobe:		
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Mailing Address	Email	FAX
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Mail two signed agreement originals to: Adobe Inc. 345 Park Avenue San Jose, California 95110-2704 USA Attention: Contract Operations Group	Scan and email signed agreement to: *Email: <a href="mailto:rgcordus@adobe.com">rgcordus@adobe.com</a> <a href="mailto:ccordin@adobe.com">mailto:ccordin@adobe.com</a>	FAX signed agreement to: FAX: (801) 437-2883
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For Customers located in Japan, Asia, Australia or New Zealand please email your contract to [ccordap@adobe.com](mailto:ccordap@adobe.com)

For customers located in EMEA or Latam please email your contract to [ccordir@adobe.com](mailto:ccordir@adobe.com)

If your customer requires originals/wet signatures and is located in **Australia** please send your contract by courier to the Adobe Australia office (see postal address below)

If your customer is located in EMEA or LATAM please send originals by courier to the Adobe Dublin office (see postal address below)

Mailing Address	Email	Mailing address for Australia contracts only
Mail two signed agreement originals to: Adobe Systems Software Ireland Limited 4-6 Riverwalk City West Business Campus Dublin 24, Ireland Attention: Contract Operations Group	Scan and email signed agreement to: *Email: <a href="mailto:ccordir@adobe.com">ccordir@adobe.com</a> Or *Email: <a href="mailto:ccordap@adobe.com">ccordap@adobe.com</a>	Mail two signed agreement originals to: Adobe Systems Pty Ltd. Tower 2, 27th floor 201 Sussex Street Sydney, NSW 2000 Australia Tel: +61(2)9778-4100