Bogotá, 26 de junio de 2025

Señores
Servicio Nacional de Aprendizaje, SENA
Bogotá D.C.

Respetados Señor(es)
Supervisor del Contrato Adobe ETLA No. CO1.PCCNTR.7988947

Supervisor Principal
John Ricardo Calderón Quiroga

Departamento de Sistemas
Juan Carlos Cortes Gómez

CERTIFICADO DE LICENCIAMIENTO

Ref.: Certificación de licenciamiento de la Suite Adobe Creative Cloud – Contrato ETLA de fabricante

Adobe, como fabricante de los productos de la suite Adobe Creative Cloud, autoriza a **NEXSYS DE COLOMBIA S.A.S.**, identificada con NIT 800.035.776-6, en su calidad de mayorista autorizado como *Fulfillment Partner ETLA* en Colombia para la comercialización de licencias de Adobe.

En virtud de lo anterior, se permite certificar que el **Servicio Nacional de Aprendizaje – SENA** ha adquirido el derecho de uso de los productos detallados a continuación, bajo el modelo de suscripción **Enterprise Term Licensing Agreement – ETLA**, con las condiciones, alcances y vigencia establecidos en el contrato correspondiente.

Para efectos de constancia, se anexa el documento PDF oficial emitido por el fabricante Adobe, en el cual se acredita la validez y legalidad del licenciamiento adquirido por el SENA.

Atentamente,

Valeria Bustos

Valeria Bustos
Business Manager Etla
ETLA Nexsys de Colombia

Lina Alvarez
Directora de Proyecto SENA
Pc Mac Servicios Y Ventas S.A

Adobe Contract Number: 01155847

ATTACHMENT A

Adobe Enterprise Term License Agreement

THIS ENTERPRISE TERM LICENSE AGREEMENT ("ETLA") is entered as of the ETLA Effective Date designated below, by and between Adobe Systems Software Ireland Limited (ADIR) ("Adobe") and SERVICIO NACIONAL DE APRENDIZAJE (SENA) ("Customer").

Customer will be placing an order with NEXSYS DE COLOMBIA S.A ("Distributor") for licenses to certain Adobe Products and Services, and associated support services ("Support"), for delivery on or before June 27, 2025 solely on behalf and for the use of Customer (the "Transaction").

This ETLA is effective as of the date of the Transaction (the "ETLA Effective Date").

1. The Agreement

1.1 All Adobe Products and Services licensed under this ETLA are provided under the following parts of the Adobe Enterprise Licensing Terms available at http://www.adobe.com/legal/terms/enterprise-licensing.html:

(A) General Terms;
(B) the applicable Product Specific Licensing Terms; and
(C) the terms and conditions set out in this ETLA (including any attached schedules and/or any appendices).

1.2 If there is any inconsistency between any of the above parts, the part listed later will prevail (to the extent of the inconsistency) over a part listed earlier. Capitalized terms used in this ETLA have the meanings set out in applicable modules of the Adobe Enterprise Licensing Terms, unless otherwise specified in this ETLA.

1.3 "**Agreement Term**" means the period of time beginning on the original product delivery date under this ETLA, and ending the day before the third anniversary of the original product delivery date.

2. Purchase of Products and Services

2.1 Customer agrees to purchase the Products and Services set out in this ETLA. Adobe Systems Software Ireland Limited is the licensor of all Products and Services.

2.2 All pricing described in this ETLA, as applicable, will expire if Customer does not execute and return this ETLA to Distributor and submit its purchase order to Distributor on or before June 27, 2025. If Customer returns this ETLA to Distributor after the deadline, Adobe may accept this ETLA in its sole discretion.

3. Ordering Terms.

3.1 Adobe is not entering into a direct purchasing relationship with Customer for the Products and Services. Rather, Customer must utilize a Distributor for placing its orders. The Distributor is solely responsible for setting the terms of payment with Customer (including, but not limited to, when payments by Customer are due to Distributor).

Distributor Name: NEXSYS DE COLOMBIA S.A

4. Additional Definitions

The following capitalized terms are defined as follows:

(A) "Enterprise" means the entirety of Customer's organization, including its Affiliates that meet the

19 June 2025 6:55:10 AM
20 June 2025 6:51:45 AM

Adobe Contract Number: 01155847

education eligibility criterial for Adobe's education programs described at https://helpx.adobe.com/enterprise/using/primary-and-secondary-institution-eligibility-guidelines.html (for primary or secondary educational institutions) or https://helpx.adobe.com/x-productkb/policy-pricing/education-faq.html (for postsecondary educational institutions), but excludes any divested entities. Further, "Enterprise" specifically excludes Customer's organization and operations within certain nations that have service or functionality limitations as identified in the applicable PSLT.

(B) "FTE" means the number of full-time Faculty Members + (number of part-time Faculty Members ÷ 3) + number of full-time Staff Members + (number of part-time Staff Members ÷ 2).

(C) "Faculty Member" means a then-current employee or independent contractor of the Enterprise whose primary job duties consist of providing educational instruction to students.

(D) "Staff Member" means a then-current employee of the Enterprise that provides administrative support to the Enterprise's educational operations to faculty.

(E) "Student" means an individual enrolled part-time or full-time in a degree-granting program or an academic course of study conducted by Enterprise.

5. Additional Terms

The following additional license terms apply to the respective line items referenced in the Products and Services Pricing Detail table (see page 1):

5.1 Enterprise Wide (Exclusively for Products described in Lines 03 and 05 of Table of clause 6):

For those Products and Services identified as being licensed on an "Enterprise Wide" basis in the Products and Services Pricing Details, Customer may: (a) permit each Faculty Member and Staff Member to activate a copy of the On-premise Software associated with the Product and Service on up to two Computers which may be accessed by such Faculty Member or Staff Member using a unique log-in identifier; and (b) install a copy of the On-premise Software on any Enterprise-owned Computer located in computer labs and classrooms for use by Students, Faculty Members and Staff Members without the need for a unique log-in identifier; Customer represents and warrants that as of the Effective Date, (i) its current FTE Count is 10,134 ; (ii) a non-binding estimate of Computers located in computer labs and classrooms on which Customer intends to install the Products and Services is 30,000; and (iii) a non-binding estimate of Faculty Members and Staff Members that Customer intends to authorize as Users of the Products and Services is 10,134 . If Customer's FTE Count increases by 5% or more from the last established FTE Count ("Growth Event"), then Customer must notify Adobe in writing within 14 days. Adobe will invoice Customer for the additional license fees based on the unit price of the Products and Services set forth in the Products and Services Pricing Detail and pro-rated through the end of the then current License Term.

5.2 Standard Deployment (For Products described in Line 04 of Table of clause 6)

(A) Deployment. Customer may Deploy the quantity of Products and Services for use by Students in accordance with the license metric specified within the Products and Services Pricing Detail throughout its Enterprise. "Deploy" means to make a license available for Products and Services to a User, Student, or Computer, as applicable, regardless of whether or not the license was accessed by a User or Student. A Student may use the Products and Services on one non-Enterprise owned Computer which may be accessed by such individual using a unique log-in identifier. If an individual ceases to be a Student during the License Term, such individual must de-install its copy of the Products and Services and cease usage.

(B) Annual True-Up Report. Using the form found at www.adobe.com/go/trueup, Customer must report any Annual Average Over-Deployment Count (defined below) for the Products and Services. During the License Term, Customer must send the report to Adobe not later than 14 days before each anniversary of the License Term Start Date, including for Deployments added during the last year of the License Term.

(C) Calculating Annual Average Over-Deployment Count. For each Month during the License Term, Customer will track Deployment in excess of the purchased quantity ("Baseline"), including the highest total number of licenses over-Deployed on any given day during the Month (the "Monthly High-Water Mark"), if any. "Month" means a calendar monthly period commencing upon the applicable License Term Start Date (*e.g.*, January 15 through February 14, February 15 through March 14, etc.); note, Months may vary in actual number of calendar days. "Annual Average Over-Deployment Count" means a license count calculated by (i) summing up the Monthly High-Water Mark for each of the 12 Months of the applicable annual term (the Monthly High-Water Mark of the 12th Month is determined as the equivalent of the Monthly High-Water Mark of the 11th Month), and (ii) dividing the sum by 12.

(D) True-Up Fees. Customer will be billed in arrears 100% of the true-up fees for each Annual Average Over-Deployment Count identified in the true-up report, payable according to the payment terms in the Sales Order. For subsequent annual periods remaining under the License Term, the Baseline will be increased to reflect any Annual Average Over-Deployment Count reported in the previous 12 Months and the Customer will be billed for the increase in Baseline license count at the true-up fees rate.

Adobe Products and Services	Unit Price
All Apps, Pro for Higher EDU Students	Set by Distributor

6. Products and Services Ordered

The Products and Support ordered, applicable quantities, and License Metrics are as follows:

Adobe On-demand Services

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	License Term Start Date	License Term End Date
01	65272754	Acrobat Sign for ent Transactional	Advance | Annually - In	5,000.00	Each Transaction Per Year	19 June 2025	18 June 2026
02	65304373	Adobe Stock Credits PUF	Advance | Annually - In	500.00	Each PER CREDIT Per Year	19 June 2025	18 June 2026

01 Acrobat Sign for ent Transactional:
Each twelve-month period during the License Term constitutes one "Year". For the initial Year, the "Transaction Limit" is set as the Quantity of Transactions set forth in the table above. For each Year thereafter, the "Transaction Limit" will be set as the greater of (i) the prior Year's Transaction Limit or (ii) the actual number of Transactions processed by Customer during the prior Year. Each Year, Customer may process Transactions up to the applicable Transaction Limit. Unused Transactions expire at the end of each Year and do not carry over to the next Year. If Customer exceeds the Transaction Limit as tracked and recorded within the On-demand Service administrative console, Adobe will issue a quote to Customer (or reseller, if applicable) for the overage amount and Customer will submit a corresponding purchase order to Adobe (or reseller, if applicable) to facilitate an invoice from Adobe. Adobe will invoice Customer for the excess number of Transactions at a rate of $Set by Channel Entity per Transaction. For example, in Year one, Customer's Transaction Limit is 100 Transactions, but Customer processed 250 Transactions. For Year two, Customer's new Transaction Limit is 250 Transactions (instead of 100), and Adobe will invoice Customer for 250 Transactions for Year two as well as for the excess 150 Transactions processed in Year one (at the per Transaction overage rate set forth in this paragraph). The dates set forth in the pricing table represent the best estimate of the License Term Start Date and License Term End Date, but Adobe will adjust such dates based on the actual delivery date of login credentials to access the Service.

02 Adobe Stock Credits PUF:
Fees associated with Credits used in excess of the annual Credits commitment will be billed in arrears at the Unit Price per Credit set forth above {1) at the end of each annual anniversary date of the License Term Start Date; or (2) earlier, if the total fees owed are equivalent to US $1,500 or more. Unused Credits for a particular year of the License Term do not carry over to the next year. Upon expiration of the License Term or termination of this Agreement, Customer will forfeit all unused Credits. The dates set forth in the pricing table represent the best estimates of the License Term Start Date and License Term End Date but such dates will be adjusted based on the actual delivery date of login credentials to access the Products and Services.

Adobe Contract Number: 01155847

The Stock Assets licensed under this Sales Order are delivered under an Extended License as defined in the PSLT – Adobe Stock or Agreement, as applicable.

The amount of Credits required to license particular types of Stock Assets is provided in the table below. The types of Stock Assets included in each Tier may be found on the product description page - https://helpx.adobe.com/legal/product-descriptions/stock.html. Adobe reserves the right to add new price tiers, licenses and types of Stock Assets at any time.

Extended Licenses

Asset Type	Price in Credits
Tier 1	Set by Channel Entity
Tier 2	Set by Channel Entity
Tier 3	Set by Channel Entity

Creative Cloud, Document Cloud and Software

Except for perpetual licenses, the License Term of the Products and Services and any applicable Support commences on the later of Products and Services delivery or the identified start date. The end date of the License Term of the Products and Services and any applicable Support is the later of the amount of months comprising the identified License Term or the identified end date. The dates below only represent best estimates of the start and end dates of the License Term.

Line Number	SKU	SKU Description	Billing Cycle	Quantity	License Metric / Unit of Measure	License Term Start Date	License Term End Date
03	65297410	Shared Device License HED	Advance | Annually - In	30,000.00	Enterprise-Wide	19 June 2025	18 June 2026
04	30001607	All Apps, Pro for Higher EDU Students	Advance | Annually - In	27,000.00	Each USER Per Year	19 June 2025	18 June 2026
05	65313789	All Apps, Pro HED Faculty/Staff	Advance | Annually - In	10,134.00	Enterprise-Wide	19 June 2025	18 June 2026

03 Shared Device License HED:
This product is On-premise Software for use solely in Customer's shared device environments. Users may only access On-demand Services in such shared device environments through User's unique login ID, which must be obtained under separate license from Adobe. Users may only access On-demand Services in accordance with the terms of this Agreement. When Users access the Products and Services on shared devices, Customer is solely responsible for (1) establishing policies, practices, and controls to ensure that each User logs out of his or her Adobe account at the end of a usage session on a shared device; and (2) any unauthorized use of a User's Adobe account resulting from such User's failure to log out of his or her Adobe account or other accounts at the end of a usage session on a shared device.

04 All Apps, Pro for Higher EDU Students:
This product includes all Creative Cloud On-premise Software, Acrobat Pro, access to all Creative Cloud On-demand Services, and access to the Adobe Stock On-demand Services. For clarity, Students are "Users" as defined in the Agreement. The Pro Assets licensed under this Sales Order are delivered under the special terms for Pro Assets in the Adobe Stock PSLT. Notwithstanding the PSLT, Pro Assets in this product are licensed under an Education License and not under the Works Extended License. "Education License" means, for Students, that, subject to the restrictions in the Agreement, Adobe grants Customer the non-exclusive, perpetual (only for the specific uses of the Pro Assets that Customer has used prior to the end of the License Term, including the Grace Period as applicable), worldwide, non-transferable, non-sublicensable license to allow Students to access the Adobe Stock On-demand Services and to license, use, reproduce, archive, modify, and display the Pro Images, in all media, solely in connection with Enterprise-approved Student activities, and not for any other purpose. Enterprise-approved Student activities include, for example, activities related to Student coursework at the Enterprise.

05 All Apps, Pro HED Faculty/Staff:
This product includes all Creative Cloud On-premise Software, Acrobat Pro, access to all Creative Cloud On-demand Services, and access to the Adobe Stock On-demand Services. For clarity, Faculty Members and Staff Members are "Users" as defined in the Agreement. The Pro Images licensed under this Sales Order are delivered under the special terms for Pro Images in the Adobe Stock PSLT. Notwithstanding the PSLT, Pro Images in this product are licensed under an Education License and not under the Works Extended License. "Education License" means, for Faculty Members and Staff Members, that, subject to the restrictions in the Agreement, Adobe grants Customer the non-exclusive, perpetual (only for the specific uses of the Pro Images that Customer has used prior to the end of the License Term, including the Grace Period as applicable), worldwide, non-transferable, non-sublicensable license to allow Faculty Members and Staff Members to access the Adobe Stock On-demand Services and to license, use, reproduce, archive, modify, and display the Pro Images, in all media, for: (a) advertising, marketing, promotional, and decoration purposes related solely to the Enterprise; and (b) professional and academic activities related solely to the Enterprise, and not for any other purpose. For clarity, Customer may distribute marketing and promotional materials, internal presentations, decorations, and digital productions that display or incorporate the Pro Images solely for the benefit of the Enterprise.

_____

7. Assignment/Transfer.

In light of the unique and Customer specific nature of this ETLA, Customer acknowledges and agrees that it may not assign this ETLA to any other government or other entity without Adobe's prior written approval. Customer is not permitted to transfer any of the Products and Services licenses purchased under this ETLA to any government or other entity beyond the Enterprise. To the extent that this ETLA conflicts with any term of the ETLA or any other contract document between Distributor and Customer, the terms of this ETLA shall govern.

8. Execution.

Customer shall attach a copy of this ETLA, including all Schedules, Exhibits and/or Appendices incorporated or attached to this ETLA, to its purchase order to Distributor for the Products and Services. By placing a purchase order with Distributor for the Products and Services in this ETLA, Customer hereby accepts the terms of the ETLA, including all Schedules, Exhibits and/or Appendices incorporated or attached to this ETLA and the Adobe Enterprise Licensing Terms.

_____

Certificado 2 - Entrega de licenciamiento Adobe Nexsys (OBL - A)

Informe de auditoría final 2025-06-26

Fecha de creación:	2025-06-26
Por:	infosoporteadobe adobe (infosoporteadobe@sena.edu.co)
Estado:	Firmado
ID de transacción:	CBJCHBCAABAACzVVvI2OZuJnUc4QCLZT0PdtanhwzoNt

Historial de “Certificado 2 - Entrega de licenciamiento Adobe Nexsys (OBL - A)”

infosoporteadobe adobe (infosoporteadobe@sena.edu.co) ha creado el documento.
2025-06-26 - 18:14:10 GMT- Dirección IP: 181.59.2.113.

El documento se ha enviado por correo electrónico a Valeria Bustos ETLA (valeria.bustos@nexsysla.com) para su firma.
2025-06-26 - 18:14:46 GMT

Valeria Bustos ETLA (valeria.bustos@nexsysla.com) ha visualizado el correo electrónico.
2025-06-26 - 18:26:29 GMT- Dirección IP: 191.156.152.48.

Valeria Bustos ETLA (valeria.bustos@nexsysla.com) ha firmado electrónicamente el documento.
Fecha de firma: 2025-06-26 - 18:26:55 GMT. Origen de hora: servidor.- Dirección IP: 191.156.152.41.

El documento se ha enviado por correo electrónico a Lina Alvarez (lina.alvarez@pcmac.co) para su firma.
2025-06-26 - 18:26:57 GMT

Lina Alvarez (lina.alvarez@pcmac.co) ha visualizado el correo electrónico.
2025-06-26 - 18:29:51 GMT- Dirección IP: 172.225.173.137.

Lina Alvarez (lina.alvarez@pcmac.co) ha firmado electrónicamente el documento.
Fecha de firma: 2025-06-26 - 21:32:43 GMT. Origen de hora: servidor.- Dirección IP: 181.59.2.113.

Documento completado.
2025-06-26 - 21:32:43 GMT

Powered by Adobe Acrobat Sign