

## Registered Level - Agreement (UK)

### ADOBE PARTNER CONNECTION RESELLER

#### PROGRAM AGREEMENT

NOTICE: This Adobe Partner Connection Reseller Program Agreement and Adobe Partner Connection Reseller Program Guide (together, the "Agreement") form a legally binding contract between you ("Reseller") and Adobe Systems Software Ireland Limited ("Adobe") in relation to your resale of Adobe software products ("Software"). In order to resell Software, you must first agree to the Agreement, by clicking to accept where this option is made available to you. You may not resell Software if you do not accept the Agreement

#### 1 DEFINITIONS

- (a) "Adobe Quarter(s)" means the following periods of three months each: December through February, March through May, June through August, and September through November.
- (b) "Distributor" means a party that has contracted with Adobe for the distribution of Software to Resellers under the Adobe Partner Connection Distributor Program.
- (c) "End User" means an entity that enters into a license or sub-license to use the Adobe Software for purposes other than redistributing and reselling it.
- (d) "End User License Agreement" means Adobe's current end user license agreement(s) for the applicable Software which is/are included with the Software generally in electronic form as part of a product installer or as an executable document, and is an agreement between Adobe and the End User.
- (e) "Extended Trial for Demonstration Use Software" or "Extended Trial Software" means Software that is not for resale and may be used by Reseller solely for demonstration purposes. Adobe does not provide maintenance or support for Extended Trial Software.
- (f) "Program Guide" means the Adobe Partner Connection Reseller Program Guide.
- (g) "Gray Market or Unauthorised Products" means software products that have been diverted from an authorised channel into an unauthorised channel, and/or that may have been made to appear as full commercial versions and/or to obscure or disguise the fact that they were initially distributed by Adobe as educational software products, governmental sales products, Upgrades, OEM versions or products originally distributed or intended for distribution outside Reseller's designated Territory.
- (h) "Reseller Location" means those physical locations of Reseller where the Extended Trial Software will be installed.
- (i) "Software" or "Adobe Software" means all software sold by Adobe during the term of the Agreement. Adobe Software shall be deemed to include the Extended Trial Software.
- (j) "Territory" means (1) Europe if Reseller has its registered seat within Europe and (2) if Reseller is located in Middle East, Africa or a country not in Europe then "Territory" means the country of the address supplied by Reseller at the time of registration with Adobe via its online portal. For the purposes of this Agreement Europe means the European Economic Area which is the European Union (EU) and member states and Switzerland, Liechtenstein, Norway and Iceland. Reseller shall not distribute outside the Territory. In no event will the Territory include Iran, Syria, Sudan, Cuba and North Korea, or other countries identified as restricted by applicable law or regulation.

#### 2 APPOINTMENT

- (a) -1 Appointment. Provided Adobe accepts Reseller's application to be a reseller of the Software, and provided that Reseller complies with the terms of the Agreement, Adobe appoints

## EXAMPLE

Reseller as a reseller in the Adobe Partner Connection Reseller Program on a non-exclusive basis within the Territory. Resellers shall not supply Software outside the designated Territory, or to other Resellers who will distribute Software outside the Territory. This appointment allows Reseller to distribute Software to End Users under the Adobe Transactional Licensing Program (TLP) and/or Cumulative Licensing Program (CLP) as detailed in the Program Guide. Not all Resellers are allowed to sell Software under both programs and your eligibility to sell such Software may be subject to additional training and/or specialisation requirements as detailed in the Program Guide. Only Resellers which have completed the Education Specialisation are permitted to distribute CLP Education to End Users. Reseller shall be designated as a Registered, Certified or Gold Certified reseller as detailed in the Program Guide and at Adobe's sole discretion.

(a) -2 Anti-Piracy/Gray Market Restrictions. Reseller agrees that it will not deal in Gray Market Products. Adobe reserves the right to terminate this Agreement with immediate effect if Reseller is found to be dealing in Gray Market Products of Software or knowingly supplying, or having reason to know that it is supplying any person who is engaged in distribution of Gray Market Products. Such termination would be without prejudice to Adobe's other remedies if any Adobe products were involved. A breach of Clause 2 prohibiting distribution of the Software outside the Territory shall also be deemed a breach of this Clause (a) -2 (Anti-Piracy/Gray Market Restrictions).

(b) Additional Commitments. Reseller agrees to the following:

(i) that, as of the Effective Date, it is, and shall continue to be for the Term in compliance with the terms and conditions applicable to its Adobe-designated reseller level (Registered, Certified or Gold Certified) as detailed in the Program Guide. Failure to comply with the terms of the Program Guide shall be deemed a material breach of the Agreement.

(ii) to only distribute or license Adobe Software that is contained on the Adobe-designated list of Adobe Software products that Reseller is permitted to distribute hereunder (i.e. the "Software List") at the time an order is placed.

(iii) To meet such other eligibility criteria as Adobe may establish and communicate from time to time.

(iv) Training. If and as required by Adobe, Reseller agrees to participate in any Adobe reseller training program to ensure that Reseller is sufficiently trained and able to support Adobe technologies. Such training program may require: (i) attendance of Reseller's development and support personnel at a technical training course and/or (ii) successful qualification of Reseller's development, technical and support personnel. All training shall take place online at the Adobe Channel Training Center.

### 3 LICENSES.

(a) End User Distribution License. Adobe grants Reseller a non-exclusive, non-transferable license to distribute the Adobe Software directly to End Users in the Territory during the term of the Agreement. All use of the Adobe Software by the End User shall be subject to the terms and conditions of the End User License Agreement. It shall be Reseller's responsibility to ensure that End User has accepted the terms of the End User License Agreement. Acceptance of the End User License Agreement shall be demonstrated either by the End User "accepting" the terms during the installation process or by physically executing a copy of the End User License Agreement. If Reseller is installing the Adobe Software for the End User, it shall obtain written authorization from the End User to accept the terms of the End User License Agreement on behalf of the End User. Reseller may not utilize the Adobe Software for its own internal business use except pursuant to a separate licensing agreement for that purpose. Adobe Software licensed under the Agreement may only be distributed to Reseller's End Users.

(b) No Sale. Adobe software is licensed, not sold. The Agreement is not to be interpreted or construed as an agreement between Adobe and Reseller for the sale of Adobe Software.

Reseller shall advise its End User customers that Reseller has a license to distribute Adobe Software licenses and that the Adobe Software has not been sold.

#### 4 ORDERS/RETURNS.

(a) Order Process. Reseller shall place all orders for Software with an Adobe-approved Distributor. Upon request, Reseller shall provide documentation to Adobe that Reseller has received valid purchase orders from its End Users. The number of licenses indicated on the purchase order issued by Reseller cannot exceed the number of licenses ordered by the End User.

(b) Returns. Neither Adobe nor its Distributors are obligated to accept any returns. The sole exceptions, subject to Adobe having authorized the return on a case by case basis at its sole, reasonable discretion and subject to the limitations set forth below, are: (A) orders where Distributor has delivered the wrong Software; (B) warranty returns from an End User; and (C) instances where an End User does not wish to accept an End User License Agreement. Any such returns shall only be accepted by Adobe after the issuance of an RMA (return material authorization) number. Reseller shall contact Distributor to make a request for that RMA number. The RMA number must be referenced on all shipping documentation accompanying the Adobe Software to be returned and on any claims for credit. During the last week of an Adobe Quarter, neither Adobe nor its Distributors will accept any Adobe Software returns. Reseller shall ensure that End Users return or destroy all media for the Adobe Software when processing a return. Where no physical media was shipped at time of order but Reseller's End User customer is making a return for the reasons permitted hereunder, Adobe reserves the right to require such End User to document destruction. All Adobe Software shall be returned by Reseller, to Adobe's designated warehouse and, unless expressly set forth otherwise in the Agreement, at Reseller's expense; freight, insurance and duty shall be prepaid by Reseller. Risk shall pass to Adobe only upon receipt of the Adobe Software by Adobe. Reseller shall receive a credit for all Software returned as permitted.

(c) Financial Statements. Upon request from Adobe, Reseller shall provide to Adobe as Confidential Information quarterly and/or annual audited financial statements including a balance sheet, income statement, statement of cash flow, relevant notes and/or credit references. Reseller shall also provide Adobe documentation from the appropriate regulatory agency verifying the name of the legal entity entering into the Agreement. Reseller hereby authorizes Adobe to release such information to its insurers for the purpose of arranging appropriate insurance coverage (if any).

(d) No Refunds. For the avoidance of doubt, Reseller agrees and acknowledges that in no event shall Reseller receive a credit or refund from Adobe of any sums paid by Reseller to Distributor as a result of expiration or termination of the Agreement for any or no reason.

#### 5 INTELLECTUAL PROPERTY.

(a) Software. The Adobe Software being supplied to Reseller is proprietary to Adobe, its licensors and suppliers and is the intellectual property of Adobe, its licensors and suppliers. Reseller shall take all reasonable measures to protect the intellectual property rights of Adobe, its licensors and suppliers in the Adobe Software and the trademarks including providing such assistance and taking such measures as are reasonably requested by Adobe from time to time. Except as expressly provided herein, Reseller is not granted any rights to any intellectual property or any other rights, franchises or licenses with respect to the Adobe Software or the Trademarks. Adobe or its licensors reserves all rights not expressly granted.

(b) Media. Reseller acknowledges that title to the media upon which the Adobe Software is supplied remains with Adobe. Reseller shall fully reproduce any copyright or other notices marked on any part of the Adobe Software on any and all copies thereof. Reseller shall not alter or remove any of Adobe's or its licensors' copyright notices or other designations that appear or may appear in or on the Adobe Software, Extended Trial Software or any related documentation, software, advertising, displays, media or designations.

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(c) No Modifications. Reseller shall not, either directly or indirectly alter, revise, enhance, customize or otherwise change or modify the Adobe Software or any part thereof without Adobe's prior written consent, which consent may be withheld in the sole and absolute discretion of Adobe. If such consent is given, and unless the parties agree otherwise, Reseller shall deliver to Adobe all such alterations, revisions, enhancements, customizations, changes or modifications and an assignment of all copyright or other intellectual property interest and waiver of any moral rights that the Reseller or any other person may have in same.

### 6 CONFIDENTIALITY.

(a) Confidential Information. From time to time, either party (the "Discloser") may disclose or make available to the other party (the "Recipient"), and/or the Recipient may otherwise obtain access to, non-public information of the Discloser or other persons or entities that is marked as confidential if disclosed in writing, or identified as confidential at the time of disclosure if disclosed orally or visually, and reduced to a writing (within thirty (30) days of oral disclosure) which is marked as confidential or is provided under circumstances in which the parties knew or reasonably should have known from the circumstances of the disclosure that the information was confidential, or is any piece of information that allows the identification of a natural person, or relates to financial data of a natural person ("Personal Data")("Confidential Information"). For Confidential Information, the subsections set forth below shall apply:

(i) Each party will treat the Confidential Information of the other party with the same degree of care as that party accords to its own Confidential Information of like kind, but in no event less than reasonable care. Each party will restrict access to the Confidential Information of the other to its personnel engaged in a permitted use hereby who have a need to know such Confidential Information, and who have agreed to be bound by terms and conditions of confidentiality at least as restrictive as those set forth in the Agreement.

(ii) The Confidential Information of the Discloser may be used by the Recipient solely for the purpose(s) of performing its obligations or exercising its rights under the Agreement

(iii) Reseller shall ensure that if Adobe's Confidential Information is collected within a European country, Reseller shall retain all such information within such country, or for countries that are part of the European Union, within the European Union, and Reseller shall not transmit such information outside of such location unless Adobe authorizes otherwise in writing prior to such transmission.

(iv) The obligations of Recipient under this Section 6(a) shall not apply if the information (A) was in the public domain at the time or entered the public domain subsequent to the time it was communicated to the Recipient by the Discloser through no fault of the Recipient; (B) was in the Recipient's possession free of any obligation of confidence at the time, or was rightfully communicated to the Recipient free of any obligation of confidence subsequent to the time it was communicated to the Recipient by the Discloser or otherwise obtained hereunder; (C) was developed by employees or agents of the Recipient independently of and without reference to or use of any Confidential Information of Discloser; or (D) was disclosed to Recipient, by the Discloser more than three (3) years earlier. Notwithstanding anything to the contrary in this Section 6, a Recipient may disclose the Confidential Information of the Discloser to the extent necessary to respond to a valid order by a court or other governmental body, when otherwise required by law, or when necessary to establish the rights of either party under the Agreement, provided the Recipient provides reasonable notice to the Discloser to contest such disclosure.

(v) Each party understands and acknowledges that the other party may develop and acquire software and hardware for its own products and services, and that existing or planned products and services independently developed without use of the other party's Confidential Information or acquired by a party may contain ideas or concepts similar or identical to those in the Confidential Information. Each party further acknowledges and agrees that entering into the Agreement and having access to the other party's Confidential Information shall not preclude the other party from developing or acquiring such products.

(b) Data Protection and Privacy. In collecting, processing, recording, storing, registering, disclosing, transferring and using (collectively, "Using") data (including Personal Data) and in maintaining records, Reseller shall comply fully with any applicable privacy protection regulations, data protection regulations and other applicable laws, and shall only do so, directly or indirectly, if required to perform its obligations under the Agreement, and in accordance with applicable U.S., federal and state and international privacy and data protection laws, rules and regulations. Reseller acknowledges and agrees that, as between Reseller and Adobe, Personal Data that Reseller collects, processes, records, stores, transfers or receives from or on behalf of Adobe, or directly from End Users, resellers or other persons in relation to Adobe or its products or services ("Customer Personal Data"), shall be considered Confidential Information. Reseller shall comply with any information security requirements promulgated by Adobe, and will cause its personnel, consultants, service providers, dealers and agents to comply with the provisions of this Section 6(b). Nothing in this Section 6(b) (Data Protection and Privacy) shall in any way be interpreted to limit or diminish any other obligation Reseller may have elsewhere under the Agreement.

(c) NOTHING IN THIS SECTION 6 WILL EXTEND OR VARY THE TERMS OF ANY END USER LICENSE GRANTED TO RESELLER BY ADOBE (INCLUDING, WITHOUT LIMITATION, ANY RESTRICTIONS RELATING TO THE USE OF SOFTWARE).

## 7 SOFTWARE AND SERVICE WARRANTIES.

(a) End User Warranty. For the Adobe Software being ordered by Reseller, Adobe only warrants the Adobe Software to End Users and pursuant to the terms of the applicable End User License Agreement. No warranty for the Adobe Software is extended to Reseller pursuant to the Agreement. If Reseller's End User customers wish to make a warranty claim with respect to the Adobe Software, Reseller will provide commercially reasonable assistance in making such claim to Adobe. As between Adobe and Reseller, all warranties of any kind are expressly disclaimed.

(b) Warranty for Extended Trial Software. No warranty is provided.

(c) Mutual Warranties. Each party represents, warrants and covenants to the other that: (i) it is a corporation duly formed, validly existing and in good standing; and (ii) it has full power, authority and capacity to enter into the Agreement. Reseller further warrants that it shall comply with all End User License Agreements.

(d) Warranty Disclaimers. Nothing in the Agreement shall be construed as expanding or adding to any warranty for any Software licensed under an End User License Agreement.

(e) EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH IN THE AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY MAKES, ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE BY ANY COUNTRY OR JURISDICTION, RELATED TO OR ARISING IN ANY WAY OUT OF THE AGREEMENT OR THE PROVISION OF BENEFITS, PRODUCTS OR SERVICES RELATED TO THE AGREEMENT. EACH PARTY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY, TERM, REPRESENTATION OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, AND NON-INFRINGEMENT.

RESELLER REPRESENTS AND WARRANTS TO ADOBE THAT IT SHALL NOT MAKE, AND ADOBE SHALL NOT BE BOUND BY, ANY OFFER, ACCEPTANCE, REPRESENTATION, WARRANTY, CONDITION, PROMISE, OR AFFIRMATION OF FACT WHATSOEVER TO ANY THIRD PARTY RESPECTING ADOBE OR THE ADOBE SOFTWARE, INCLUDING THE PERFORMANCE THEREOF, THAT HAS NOT BEEN AUTHORIZED BY ADOBE. RESELLER AGREES TO INDEMNIFY AND HOLD ADOBE HARMLESS AGAINST ANY AND ALL PROCEEDINGS, CAUSES OF ACTION, SUITS, DAMAGES, LOSSES, LIABILITY, COSTS AND EXPENSES (INCLUDING REASONABLE LEGAL FEES) WHATSOEVER THAT MAY ARISE, EITHER DIRECTLY OR INDIRECTLY, IN ANY CONNECTION WITH ANY BREACH OF THE FOREGOING REPRESENTATION AND WARRANTY.



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RESELLER AGREES THAT IT HAS NO EXPECTATION THAT IT SHALL OBTAIN ANY ANTICIPATED AMOUNT OF REVENUE, SALES OR OTHER COMPENSATION AS A RESULT OF ENTERING INTO THE AGREEMENT. UPON TERMINATION OR EXPIRATION OF THE AGREEMENT OR ANY ADDENDUM, ADOBE SHALL NOT BE LIABLE FOR ANY COMPENSATION, REIMBURSEMENT, DAMAGES, LOST PROFITS OR OTHER PAYMENTS ARISING FROM ANTICIPATED SALES, EXPENDITURES, INVESTMENTS, LEASES OR OTHER COMMITMENTS.

### 8 LIMITATION OF LIABILITY.

(a) EXCEPT FOR EXCLUDED CLAIMS, A BREACH BY A PARTY OF ITS PAYMENT OBLIGATIONS AND THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 9 (INDEMNIFICATION), EACH PARTY'S TOTAL AGGREGATE LIABILITY TO THE OTHER UNDER THE AGREEMENT SHALL NOT EXCEED TEN THOUSAND UNITED STATES DOLLARS (\$10,000).

(b) EXCEPT FOR EXCLUDED CLAIMS (AS DEFINED BELOW) AND THE OBLIGATIONS UNDER SECTION 9 (INDEMNIFICATION) OF THE AGREEMENT, EVEN IF THE APPLICABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN NO EVENT SHALL EITHER PARTY BE LIABLE (NOR WILL ADOBE'S SUPPLIERS AND LICENSOR'S BE LIABLE) FOR INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF DATA OR LOSS OF ANTICIPATED SAVINGS.

(c) "EXCLUDED CLAIMS" MEANS LOSSES OR DAMAGES ARISING FROM FRAUD, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, BREACH OF CONFIDENTIALITY AND/OR DATA PROTECTION AND PRIVACY OBLIGATIONS, INFRINGEMENT OR MISAPPROPRIATION BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR BREACH OF THE RESTRICTIONS ON ANY RESELLER'S ACCESS TO OR USE OF THE SERVICES OR SOFTWARE PROVIDED BY ADOBE HEREUNDER.

(d) NOTHING IN THE AGREEMENT EXCLUDES OR RESTRICTS ANY PARTY'S LIABILITY FOR (i) IN EACH JURISDICTION WHERE APPLICABLE, THE TORT OF DECEIPT, (ii) DEATH OR PERSONAL INJURY RESULTING FROM THAT PARTY'S NEGLIGENCE OR ITS EMPLOYEES' NEGLIGENCE WHILE ACTING IN THE COURSE OF THEIR EMPLOYMENT AND (iii) ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

(e) EACH PROVISION OF THE AGREEMENT EXCLUDING OR LIMITING LIABILITY SHALL BE CONSTRUED SEPARATELY, APPLYING AND SURVIVING EVEN IF FOR ANY REASON ONE OR THE OTHER OF THOSE PROVISIONS IS HELD INAPPLICABLE OR UNENFORCEABLE IN ANY CIRCUMSTANCES AND SHALL REMAIN IN FORCE NOTWITHSTANDING THE TERMINATION OR EXPIRATION OF THE AGREEMENT.

### 9 INDEMNIFICATION

Reseller shall indemnify and hold harmless Adobe, including its affiliates, subsidiaries, employees, officers, directors and licensors, for all Claims, damages, liability, costs and expenses whatsoever that may arise, either directly or indirectly, from: (i) warranties made by Reseller regarding the Adobe Software that were not authorized in writing by Adobe, (ii) the improper integration of the Adobe Software by Reseller into the computer systems of End Users, or (iii) the performance of, or infringement by, software, equipment, or materials (including Reseller intellectual property) not supplied by Adobe.

### 10 MARKETING AND TRADEMARKS.

(a) During the Term, Adobe may include Reseller's details on any website it maintains for End Users in connection with the Adobe Software and Reseller specifically consents to publication of its name by Adobe as an Adobe designated Reseller at the relevant level. Reseller may only

market Adobe Software under the name specified by Adobe. Adobe does not, and will not, endorse, warrant or guarantee the performance of any Reseller product. Reseller shall not represent to any third party that Adobe: (i) has endorsed, warranted or guaranteed the performance of any Reseller product; (ii) implied the merchantability or fitness for a particular purpose of any Reseller product; or (iii) intends to do either (i) or (ii). Neither party shall make any warranties about the other party's products or services without the other party's written authorization.

(b) Adobe Trademarks. Subject to the terms of the Agreement, and only during the Term of the Agreement, Adobe grants Reseller a nonexclusive, nontransferable, non-assignable, non-sublicensable, revocable, limited license to use Adobe trademarks, and any marks or specific logos associated with its Reseller level, specialization/s, and/or sales certifications held by Reseller employees, if any, that have been expressly authorized for its use to fulfill the terms of the Agreement and only in accordance with (i) Adobe's trademark usage guidelines, including those currently located at the "Permissions and Trademark Guidelines" pages of Adobe's official website at <http://www.adobe.com/misc/agreement.html> (or a successor site thereto), as amended by Adobe from time to time in Adobe's sole discretion and (ii) the Program Guide. Adobe may revoke Reseller's license to Adobe Trademarks at any time in its sole discretion. Upon such notice, Reseller will use commercially reasonable efforts to remove Adobe's trademarks from Reseller properties.

(c) Reseller Trademarks. Subject to the terms of the Agreement, and only during the Term of the Agreement, Reseller grants Adobe a nonexclusive, nontransferable, paid-up, revocable limited license to use Reseller Trademarks, solely to exercise its rights and fulfill its obligations under the Agreement. For purposes of the Agreement, "Reseller Trademarks" means the artwork, logos, and/or other images, trademarks, service marks, trade names or other identifying indicia of Reseller. Reseller may revoke Adobe's license to Reseller Trademarks at any time in its sole discretion. Upon such notice, Adobe will use commercially reasonable efforts to remove Reseller's trademarks from Adobe properties.

(d) Publicity. Neither party may issue any press releases, publicity, marketing or sales materials, or other materials developed by or on behalf of either party that refer to the Agreement or the relationship between the parties, or otherwise use the name or trademark of the other party without prior review and written approval by the other party. Notwithstanding the foregoing, either party may include factual descriptions of the relationship between the parties in presentations without consent and Reseller consents to publication of its name by Adobe as a member of the Program or any applicable component thereof.

## 11 RECORDS.

Reseller agrees to maintain complete and accurate records (in accordance with generally accepted accounting principles) relating to its activities under the Agreement and to retain such records for two years after termination of the Agreement. At Adobe's request, Reseller will report to Adobe regarding its activities for the preceding month. Included in these reports shall be the number of copies of Extended Trial Software received by Reseller and the Reseller Locations to which copies thereof have been sent. In addition, Reseller shall promptly supply Adobe with copies of information and documentation relating to Reseller's activities hereunder as reasonably requested by Adobe. Adobe shall have the right during the term of the Agreement and for two years thereafter, at any time upon ten (10) days notice, to cause an audit and/or inspection to be made of Reseller's records and premises in order to verify reports submitted by Reseller and/or Reseller's compliance with the terms of the Agreement. Any such audit shall be conducted by Adobe's internal auditor or an independent auditor selected by Adobe. Any such audit shall be at the expense of Adobe unless Reseller is found to be non-compliant with the Agreement, in which case the audit shall be at the expense of Reseller.

## 12 TERM AND TERMINATION.

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(a) Initial Term. The initial term of the Agreement shall be one (1) year from the date of Adobe's acceptance of Reseller's application. Resellers will receive email confirmation if their application has been accepted.

(b) Termination. The Agreement will terminate in the event of any of the following:

(i) any party may terminate the Agreement upon written notice: (A) for any or no cause upon sixty (60) days prior written notice to the other party; or (B) if another party is declared bankrupt, files for a moratorium on payment of its debts or seeks any other relief, or if a party goes into liquidation (other than for a member's voluntary liquidation for the purposes of reconstruction or amalgamation) or have a receiver appointed over any of its property and assets or undergo any proceeding analogous to any of the foregoing events. A party shall use its best efforts to notify the other party promptly if one of the foregoing events occurs; and

(ii) any party may terminate the Agreement upon written notice if one party gives the other written notice of a breach by another of any material term or condition of the Agreement and such party fails to cure the breach within thirty (30) days.

(iii) Adobe may terminate the Agreement upon written notice (A) upon an amalgamation, acquisition or merger of Reseller with any person or entity who is not a party to the Agreement or assignment of the Agreement by Reseller, unless consented to by Adobe in writing in advance; or (B) if there is a change in the controlling ownership of Reseller; or (C) Reseller fails to maintain the criteria specified in the Program Guide for its Reseller level.

(iv) immediately, upon written notice, for any breach of Adobe's intellectual property rights.

(c) Effect of Termination.

(i) If the Agreement expires or is terminated, the licenses granted to Reseller shall immediately terminate and Reseller shall: (A) refer all inquiries regarding Adobe or the Adobe Software to Adobe and give Adobe notice thereof; and (B) return to Adobe or destroy all copies of the Extended Trial Software and Adobe Confidential Information in its possession or under its control and provide evidence satisfactory to Adobe that all such copies have been returned or destroyed; and (C) immediately cease use of any Adobe Trademarks and discontinue all representations that it is an Adobe reseller.

(ii) Termination or expiration of the Agreement shall be without prejudice to any other right or remedy to which any party may be entitled hereunder in law. Reseller acknowledges and agrees that it has no expectation that Reseller shall obtain any anticipated amount of profits by virtue of the Agreement. Adobe shall not be liable, by reason of any termination of the Agreement, for compensation, reimbursement or damages on account of the loss of prospective profits on anticipated sales or on account of expenditures, investments, leases or commitments whatsoever in connection with the business or goodwill of Reseller.

(d) Survival. Sections 1, 3, 4(b), 5, 6, 7, 8, 9, 11, 12, and 14 of the Agreement will survive the expiration and/or termination of the Agreement, as shall any portion(s) of an addendum to the Agreement expressly identified by such addendum as portion(s) which will survive any expiration or termination of such addendum and/or the Agreement.

## 13. BUSINESS CONDUCT

(a) Compliance with Laws applicable to Government Transactions. Reseller agrees and certifies that it will comply with all laws, regulations, rules, and other requirements applicable to transaction(s) with any government(s) occurring pursuant to the Agreement and all related matters ("Government Transaction(s)"). Reseller shall defend, indemnify and hold harmless Adobe, its subsidiaries, their directors, officers, employees and agents from and against all actions, causes of action, liabilities, claims, suits, judgments, liens, awards and damages, of any kind and nature whatsoever, arising from or related to Reseller's failure to comply with its obligations under this Section and for any expenses, costs of litigation and attorney's fees related thereto or incident to establishing the right of indemnification.



(b) Anti-Corruption Reseller shall comply with all applicable laws or regulations in all countries in which Reseller conducts business including but not limited to prohibitions on providing anything of value to any government employee or other person to corruptly influence any decision or determination. The fact that in some countries certain laws prohibiting particular conduct are not enforced in practice, or that violation is not subject to public criticism or censure, will not excuse noncompliance with those laws. Furthermore, Reseller has knowledge and understanding of the Foreign Corrupt Practices Act of the United States of America ("FCPA"). Reseller shall comply with the FCPA, and Reseller agrees to provide certifications of FCPA compliance to Adobe on an annual basis.

(c) No Anti-Competitive Practices. Reseller is not aware of and has not participated in any business arrangements or deal allocation arrangements that could restrict free trading and competition between Adobe's partners, or practices that restrict free trading or lead to the promotion of monopolistic or anti-competitive business practices to the detriment of Adobe's customers.

(d) Fair Dealing; No False Representations. Reseller will not make any false representations to Adobe with respect to any transactions entered into during Reseller's current fiscal quarter or any prior quarter. False representations would include, but not be limited to, the promotion or utilization of false documentation such as invalid purchase orders, fake or forged contracts, forged letters of destruction and/or inaccurate reporting to facilitate any Reseller transactions.

(e) Reporting of Violations. Should Reseller know of any acts or omissions, by Adobe employees or other personnel, which violate the terms of the Agreement, or suspect any such violations, Reseller must contact Adobe at 1-800-300-1026 for an anonymous reporting of such a violation or suspected violation.

(f) No Conflict of Interest.

(i) Reseller shall inform Adobe prior to signature of the Agreement and after having performed adequate due diligence regarding the same, whether any of Reseller's officers, directors or Relevant Staff Members (as defined below) and/or any shareholder(s) holding 10% or more of the shares and/or equity in Reseller or an affiliate of Reseller are Related (as defined below) to any officer, director or Relevant Staff Member of Adobe. In the absence of such a notification, Reseller shall be deemed to have confirmed that no such Relation exists to the best of Reseller's knowledge as of the Effective Date of the Agreement.

(ii) The term "Related" includes any of the following relationships: spouse, children, parents, parents-in-law, siblings, brother/sister-in-law, uncles, aunts, nieces and nephews. "Relation" means the state where there Reseller has a Related person. The term "Relevant Staff Member" shall include employees and temporary workers of Reseller/Adobe (as the case may be) who are engaged in marketing, purchasing and/or selling Adobe software.

(iii) During the term of the Agreement and to the extent permitted by applicable data protection laws and regulations, Reseller shall exercise reasonable care and diligence to identify any of its officers, directors, relevant staff members or owners of 10% or more who are employees of or Related to any employees of Adobe. and shall notify Adobe in writing as soon as reasonably practicable if Reseller becomes aware of a such a Relation. Reseller also agrees to use its best efforts in meeting and fulfilling requests for information from Adobe concerning potential or reasonably suspected instances of conflicts of interest arising from the above described relationships.

(iv) Reseller shall refrain from making any direct or indirect payments and granting anything of value which is outside the ordinary course of business and not in accordance with generally accepted international industry practices and/or unlawful), to an officer, director, member of staff of Adobe or anyone Related to them. Any breach of this clause shall constitute a material breach of the terms of the Agreement and entitle Adobe to terminate the Agreement pursuant to the terms stipulated herein, without prejudice to any additional rights Adobe may have against Reseller.

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(v) Representations. Reseller represents and warrants to Adobe that: (a) no relevant agency has suspended, revoked or denied Reseller's export and/or import privileges; (b) Reseller is not located in or under the control of a national or resident of a jurisdiction where this transaction is prohibited; and (c) Reseller shall not, in any manner whatsoever, either remove, convey, export, import or transmit the Adobe Software from or to Reseller's jurisdiction in violation of the applicable laws and regulations. Reseller shall defend, indemnify and hold Adobe harmless from and against any and all claims, losses and liabilities attributable to any breach by Reseller or any of its agents, officers, directors, or employees, of its obligations under this Section 13.

### 14 GENERAL.

(a) Notices. All notices or reports permitted or required under the Agreement shall be in writing and shall be personally delivered by hand or sent by reputable international courier or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in certified or registered mail (postage prepaid), or as of the date of delivery shown in the business records of the reputable international courier. Notices shall be sent to 345 Park Avenue, San Jose, California, USA for Adobe and to the legal address in the reseller application for Reseller. If notice is sent to Adobe Systems Incorporated or its subsidiaries or affiliates, it shall be sent to the signatory with a copy to the General Counsel of Adobe Systems Incorporated.

(b) Attorneys' Fees. If an action is commenced to enforce either party's rights under the Agreement, the prevailing party in such action shall be entitled to recover its reasonable costs, expenses and attorneys' fees in addition to any other relief to which such prevailing party may be entitled.

(c) Governing Law. If Reseller is a resident of any country in Europe, the Agreement shall be governed by and interpreted in all respects by the laws of England, without reference to conflict of laws' principles, as such laws are applied to agreements entered into and to be performed entirely within England between residents of England. If Reseller has its Territory in Middle East, Africa or a country not in Europe, then this Agreement shall be governed by and interpreted in all respects by the laws of the State of California, without reference to conflict of laws' principles, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. In any event, the Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods and/or its implementing and/or successor legislation and/or regulations, the application of which is expressly excluded.

(d) Forum. If Reseller is a resident of any country in Europe, all disputes arising under the Agreement will be brought in the Courts of England in London, England. If Reseller has its Territory in Middle East, Africa or a country not in Europe, all disputes arising under this Agreement will be brought in Superior Court of the State of California or the Federal District Court of San Jose in Santa Clara County, as permitted by law.

(e) Severability. If any provision of the Agreement is held to be unenforceable, such unenforceability shall not render the Agreement unenforceable as a whole. In such event, that provision shall be changed and interpreted so as to best accomplish the objectives of the unenforceable provision within the limits of applicable law.

(f) No Agency or Partnership. Nothing contained in the Agreement, including without limitation the title of the Agreement, shall be construed as creating any agency, partnership, sales agreement, joint venture or other form of joint enterprise or other similar relationship between the parties, and neither party has the authority to bind or incur any obligation on behalf of the other.

(g) Complete Agreement. Each Exhibit and Agreement attached hereto is incorporated by this reference and made a part of the Agreement as if its terms were fully set forth in the body of the Agreement. The Agreement, including the Program Guide, constitutes the entire agreement between Adobe and Reseller and supersedes and terminates any and all prior agreements, representations, guarantees, written or oral, relating to the subject matter hereof.

(h) Waiver. The waiver by a party of a breach of any provisions contained herein shall be deemed effective only when in a writing signed by both parties and shall in no way be construed as a waiver of any succeeding breach of such provision.

(i) Assignment; Name Change. Except as expressly set forth below in this section, neither the Agreement nor any of the rights or obligations of the Reseller may be assigned, in whole or in part without the prior written approval of Adobe. Should Reseller undergo a change of control, Adobe will be entitled to terminate the Agreement immediately on written notice to Reseller. For the purposes of this Section, a change in the persons or entities who control fifty percent (50%) or more of the equity securities of Reseller shall be considered a change of control. The Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns. Either party will have the right to terminate the Agreement in case of any attempted assignment or transfer by the other party in contravention of this provision, and any such attempt will be null and void.

(j) Force Majeure. Neither party shall be liable for any failure or delay in fulfilling the terms of the Agreement due to fire, strike, war, civil unrest, terrorist action, government regulations, acts of nature or other causes which are unavoidable and beyond the reasonable control of the party claiming force majeure. This provision shall not be construed as relieving either party from its obligation to pay any sum due to the other party.

(k) Remedies. The parties expressly agree that a violation of certain section of the Agreement and/or the Program Guide may cause irreparable harm and that a remedy at law is likely to be inadequate. Therefore, in addition to any and all remedies available at law, a party will be entitled to seek an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation or any or all of the provisions set forth above in this Section. Reseller hereby waives any requirement that Adobe post a bond or other security in conjunction with any application for injunctive or other equitable relief.

(l) Compliance with Laws. Reseller shall comply with all applicable laws or regulations in all countries in which Reseller conducts business. The fact that in some countries certain laws prohibiting particular conduct are not enforced in practice, or that violation is not subject to public criticism or censure, will not excuse noncompliance with those laws.

Export Controls. Reseller acknowledges that the Software Products are subject to and must be exported in accordance with U.S. Export Administration Regulations (EAR, 15 CFR 730-774). Reseller agrees not to transfer, resell or divert any of the Software Products, to those countries that may be embargoed by the U.S. Government (including, but not limited to, Cuba, Iran, North Korea, Sudan, and Syria). Reseller represents that it will not provide any of the Software to any entity that is prohibited from participating in the US export transactions by any federal agency of the U.S. Government. Reseller represents that it will not use or transfer these products for end uses relating to any nuclear, chemical or biological weapons, rocket systems, space launch vehicles, sounding rockets, or unmanned air vehicle systems unless authorized by the U.S. Government by regulation or specific license. Additionally Reseller acknowledges that these Software Products may be subject to export control regulations in countries in which they operate and Reseller hereby agrees that it will not directly or indirectly export, import, transmit or use these Software Products contrary to the laws or regulations of any governmental entity that has jurisdiction over such export, import, transmission or use. If Adobe has knowledge that a violation has occurred, Adobe may be prohibited from providing maintenance and support for the Software Products, if applicable. The parties agree to cooperate with each other with respect to any application for any required licenses and approvals, however Reseller acknowledges it is Reseller's ultimate responsibility to comply with any and all export and import laws.

(m) Third Party Beneficiaries. Reseller acknowledges and agrees that Adobe's licensors are third party beneficiaries of the Agreement, with the right to enforce the obligations set forth in the Agreement.

(n) Translations. If the Agreement or any Agreement hereto is prepared and executed in more than one language, the English language version shall be controlling in all respects, and any

## EXAMPLE

version of the Agreement or such Agreement in any other language shall not be binding and shall have no effect. Further, each party agrees that signature by Reseller 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 the Agreement or any applicable Agreement and any other translated version of the Agreement or such Agreement, the English language version shall prevail.

(o) Independent Investigation. EACH PARTY ACKNOWLEDGES AND AGREES THAT IN INTERPRETING THE AGREEMENT, NO WEIGHT SHALL BE PLACED UPON THE FACT THAT THE AGREEMENT, OR A PARTICULAR PORTION THEREOF, HAS BEEN DRAFTED BY A PARTY.

(p) Other Opportunities. Each party shall at all times remain free to decline a specific opportunity at its sole discretion and may work with other product or services providers. Nothing in the Agreement shall be construed as creating any type of exclusive relationship among the parties. It is expressly understood that the parties may have or create relationships with other systems integrators, OEMs, software or hardware suppliers, distributors and/or resellers as well as solution channel partners.

(q) No Guaranty. Each party hereby disclaims any representation, warranty or guarantee regarding the success of any activities under to the Agreement, or the amount of revenues, if any, that will be generated as a result of the Agreement.

(r) Non-exclusivity. Nothing in the Agreement shall be construed as creating any type of exclusive relationship among the parties. It is expressly understood that the parties may have or create relationships with other OEMs, software or hardware suppliers, distributors, systems integrators and resellers.

(s) Counterparts. The Agreement may be executed and delivered by facsimile and in counterparts, and shall be considered as original and whole if so executed and delivered.

(t) Regional Variations. The program may include regional or territorial benefits and obligations and any such benefits or obligations will be specific to that region and Adobe has no obligation to extend regional variations to additional territories or regions.

(u) Other Governments. Reseller will take all reasonable steps in making proposals and agreements with governments other than the United States which involve Adobe Software to ensure that Adobe's proprietary rights in such Adobe Software and related documentation receive the maximum protection available from such governments for commercial computer software and related documentation developed at private expense. The provisions of this section shall not be construed to expand the scope of Reseller rights set forth in Section 3 ("Licenses").

(v) Entire Agreement; Precedence. The Agreement (the Program Guide and this Adobe Partner Connection Reseller Program Agreement) completely and exclusively states the agreement of the parties regarding its subject matter. It supersedes, and its terms govern, all prior proposals, agreements or other communications between the parties, oral or written, regarding such subject matter.

The Agreement is entered into and made effective as of the date accepted by Adobe.

The [Adobe family of companies](#) may keep me informed with [personalized](#) emails about the [Adobe Channel Partner Program](#). See our [Privacy Policy](#) for more details or to [opt-out](#) at any time.

I HAVE READ, UNDERSTOOD, AND AGREED TO COMPLY WITH THE TERMS AND CONDITIONS INDICATED HEREIN AND REPRESENT AND WARRANT THAT I AM AUTHORIZED TO BIND THE RESELLER.