

# Adobe® Partner Connection



## Reseller Program Guide Asia Pacific

(Australia, New Zealand, Korea, India, South East Asia, Hong Kong and Taiwan)

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# Adobe® Partner Connection Reseller Program

## Asia Pacific Program Guide

### Contents

Overview of Adobe Partner Connection Program .....	3
Reseller Program Overview.....	3
Reseller Program Levels .....	4
Requirement Summary .....	4
Reseller Program Level Incentives & Requirements.....	5
Financial Incentive Overview.....	6
Deal Registration Incentive.....	6
Quarterly Incentives (rebate).....	11
Onboarding .....	15
Ongoing Performance Evaluation .....	16
Definitions.....	17
Conclusion.....	20

**Adobe Partner Connection Portal**  
[www.adobe.com/ap/partners](http://www.adobe.com/ap/partners)



# Adobe® Partner Connection Reseller Program Asia Pacific Program Guide

## Overview of Adobe Partner Connection Program

The primary goal of the Adobe Partner Connection Program is to reward Adobe partners for helping to drive our mutual strategic objectives.

- Grow profitable revenue
- Drive greater account penetration
- Acquire new customers
- Keep customers current on Adobe's latest technology innovations

We believe that together with our partners, we can achieve these goals. We are committed to rewarding partners for driving these goals through better partner program infrastructure, training, and incentives. Adobe will provide both financial incentives, such as rebates, deal registration and non-financial incentives, such as training and public recognition to partners who work with us to drive these objectives.

## Programs and Partner Types

A primary goal of the Adobe Partner Connection Program is to recognize and reward the unique competencies of each partner. To do this, it is important to identify the role that each partner plays. The Adobe Partner Connection Program consists of three unique programs designed for the following partner types: Distributor, Reseller, and Retail Partner. In addition, when a partner focuses on a particular business model such as online retail, or a unique vertical market such as education or government, the Adobe Partner Connection Program will treat these attributes differently and reward for unique areas of focus or specialization.

Distributor Program	Reseller Program
General distributors	Small, medium, and large resellers
Specialized vertical distributors	Value-added resellers (VARs)
	Large account resellers (LARs)

*Note: Additional partner types include solution partners, Connect partners, OEM/ISV partners, and system integrators, which are run as separate programs.*

## Reseller Program Overview

Eligibility to join the Partner Program is open to all businesses that sell Adobe software products to end user customers. Participation in the program is required for access to the broadest set of pricing and licensing options. Non-participating resellers will not have access to any Adobe offerings. **Supply to unauthorized resellers is strictly prohibited.** It is the Partners' responsibility to verify the status of any particular end user or reseller wishing to purchase Adobe Software Products.

The description of the program that follows is an integral part of the Adobe Partner Connection Program Agreement and is designed to be read in conjunction with the Program Agreement that must be executed by each participating Partner. Any term not defined below shall have the meanings as set forth in the Program Agreement. If there is any inconsistency between the Program Agreement and this Program Guide, the Program Agreement shall prevail to the extent of the inconsistency.

Adobe retains the right, by email notification and other communication posted to the Adobe Sales Center, Adobe Partner Connection Portal, or any other similar partner / partner communication website, to effect and announce changes to the Program Guide and to the policies and procedures described in this document. Any changes will be effective **14 days** from the date of the announcement. All new versions of the Program Guide shall supersede and replace all prior and existing versions of the Program Guide. All support and resources provided by Adobe are subject to availability.



The Adobe Partner Connection Program is defined as a worldwide program and leverages a common framework for our partners across the globe. This document reflects the regional implementation of the framework for Asia Pacific. If this Program Guide is provided in any language other than English, the non-English language version of this Agreement is a courtesy translation provided as a goodwill gesture by Adobe and shall not be binding on the parties. Without limiting the foregoing, if there is any conflict or inconsistency between the English language version, and the translated version, of this Program Guide, the English language version and interpretation shall prevail.

## Reseller Program Levels

The Partner Program rewards four different levels of engagement with Adobe: Platinum, Gold, Certified, and Registered. Partners not participating in the Partner Program will not have access to Adobe offerings.

### Partner Program level definitions:

**Registered** - The Registered level allows resale of Adobe Shrinkwrap products as well as the TLP Commercial, Government, and Education licensing programs. It requires an online click-through agreement for each partner.

**Certified** - In addition to the benefits of the Registered level, Certified Resellers are eligible to sell Adobe's Cumulative Licensing Program (CLP), and Value Incentive Plan (VIP) programs. Certified Resellers also have the option to be listed in the Partner Finder.

**Gold** - The Gold level requires a reseller to meet the requirements for both the Registered and Certified levels and to have been an Adobe reseller in the Adobe Partner Connection Program for a minimum of six (6) months. Gold Resellers are eligible for deal registration. Gold Resellers may be eligible for NFR (not-for-resale) software at Adobe's sole discretion.

**Platinum** - The Platinum level requires the highest level of performance and engagement in the Adobe business. In return, it provides the partner with the richest level of benefits in the Partner Program. Platinum level partners must meet all of the requirements for the Registered, Certified, and Gold levels, plus the additional requirements of the Platinum level. The Platinum partners are eligible for deal registration incentives. Platinum resellers may be eligible for marketing funding at Adobe's sole discretion. Except for partners in Hong Kong and Taiwan (HKT), a Platinum level partner will be assigned an Adobe Account Manager, will have quarterly business plans and reviews, and will have assigned revenue targets and related performance incentives.

## Requirement Summary

Each Partner Program level must meet the minimum requirements detailed in the "Reseller Program Level Incentives & Requirements" section within this program guide. The Gold and Platinum program levels also require a minimum Total Qualifying Revenue threshold to enter and/or maintain status at that level. The Total Qualifying Revenue thresholds will be calculated based on the last four (4) completed Adobe fiscal quarters' qualifying revenue according to the applicable Market Region where reseller is located. Please refer to table below. The full list of countries by Market Region is listed in the "Other definitions" section within this program guide.

Partner Level	Total Qualifying Revenue *				
	ANZ	SEA **	India	HKT	Korea
Registered	N/A	N/A	N/A	N/A	N/A
Certified	N/A	N/A	N/A	N/A	N/A
Gold	AUD150K	\$300K	\$250K	\$250K	\$300K
Platinum	AUD7.0M	\$2.0M	\$1.0M	\$1.0M	\$3.0M

\* All VIP SKUs. All market segments, new and renewal, full and partial subscriptions. For Creative Cloud, complete and single app, named user and device-based. Please see "Definitions" section within this program guide for full list of eligible products.

\*\* Thresholds reflected in the table for SEA only applies to Singapore and Thailand. The rest of SEA countries have thresholds of \$250K and \$1.0M for Gold and Platinum respectively.



## Reseller Program Level Incentives & Requirements

The Partner Program is designed to offer rich benefits for partners who develop a deep expertise in the Adobe business and align their goals and objectives accordingly. There are varying levels of incentives for each Partner Program level. Eligibility to receive financial incentives depends on a partner's current standing with Adobe, and level in the program (Platinum, Gold, Certified, Registered). The table below illustrates which financial incentives are available to each Partner Program level.

APC Requirements & Benefits		Registered	Certified	Gold	Platinum
Financial Incentives	Deal Registration		Through Authorised ANZ Distributors only	✓	✓
	Revenue Performance Incentive *				✓
	Access to marketing funds (at Adobe's sole discretion)				✓
Non-Revenue Incentives	Access to the Adobe Business & Consumer Connection Portal for enablement and assets	✓	✓	✓	✓
	Eligibility to purchase TLP products from an Authorised Distributor	✓			
	Eligibility to purchase VIP, CLP & TLP products from an Authorised Distributor		✓	✓	✓
	Access to dedicated Helpdesk for Program related inquiries (English only)		✓	✓	✓
	Public listing as a Reseller on the Adobe website and use of exclusive partner level relevant Reseller logo		✓	✓	✓
	Account management by an Adobe Distribution Partner		✓	✓	
	Account management by an Adobe Account Manager				✓
	Direct purchasing Platinum Resellers are eligible to resell VIP Marketplace through Adobe's API integration.				✓
Partner Requirements	Register online on the Adobe Partner Connection Portal and complete the Adobe Partner Profile	✓	✓	✓	
	Accept the Partner Program Agreement in the format of a click-through online agreement	✓	✓	✓	
	Comply with the rules & guidelines in reference to the sale of Adobe products	✓	✓	✓	✓
	Complete the Adobe Business Partner Code of Conduct training (minimum of one representative who holds responsibility for overseeing compliance.)		✓	✓	✓
	Meet minimum annual Qualifying Revenue threshold for partner's country		✓	✓	✓
	Appoint an Adobe Product Line Manager (non- dedicated) with responsibility for Adobe products in accordance with program guidelines for the Gold & Platinum level			✓	✓
	Dedicated Adobe page on Partner website to Display relevant Adobe content and promotions			✓	✓
	Develop an Annual Business Plan with Adobe Account Manager, hold Quarterly Business Reviews and participate in on-going joint account planning *				✓
	Execute on goals and KPIs jointly agreed in the Annual Plans and QBRs *				✓
	Execute the Platinum Reseller Agreement *				✓
	Partners must execute at least 1x Sales activity per quarter (focused on Acrobat and/or Creative Cloud) **			✓	

\* Not applicable for HKT Platinum partners.

\*\*Applicable only for ANZ partners.



Upon Adobe's request, Reseller must submit a report certifying that its orders are correct and are supported by actual ordering documentation from Program Members or its dealers ("Quarterly Certification").

The format of such Quarterly Certification will be prescribed by Adobe. At its sole discretion, Adobe may request copies of all such supporting documentation. If Reseller (i) does not submit supporting documentation that is satisfactory to Adobe within thirty (30) days after such request, or (ii) fails to submit a Quarterly Certification, Adobe may, at its sole discretion: (a) conduct an on-site audit on ten (10) business days' prior written notice, (b) suspend rebate eligibility, or (c) terminate the Agreement on ten (10) days prior written notice.

### **VIP terms and conditions and account administration**

The VIP Member is required to accept the terms and conditions; an Account Manager is not permitted to accept on the Member's behalf. When inviting a new VIP Member to join VIP, the Account Manager must send the email invitation to the potential Member.

Also, an Account Manager may not serve as the primary administrator, but the VIP Member may appoint its Account Manager as an additional administrator to help manage the Member's account.

### **Financial Incentive Overview**

Adobe offers a package of financial incentives to resellers who meet high performance objectives such as revenue target achievement, unique quarterly goals (such as by vertical market or product), and demand generation, particularly with new customers. These incentives include performance incentives (rebates), deal registration rebates, and marketing incentives. Eligibility to receive financial incentives depends on a reseller's current standing with Adobe, level in the program (Registered, Certified, Gold, or Platinum).

### **Deal Registration Incentive**

The Deal Registration Incentive is designed to reward Adobe resellers for generating demand for Adobe products. Adobe Partner Connection resellers at the Gold and Platinum levels are eligible to participate in the Deal Registration Incentive.

#### **Certified Resellers**

The Deal Registration Incentive for Certified Resellers in APAC is administered through ANZ Adobe Authorized Distributors. The Deal Registration Incentive is available for Certified Resellers for commercial and government opportunities only. Contact your ANZ Distributor for submission processes and payout details. Gold and Platinum Resellers may also elect to have their Distributor administer the Deal Registration Incentive on their behalf.

#### **Overview and Reward Calculation**

Adobe relies on its reseller partners to create demand for our products by presenting them to customers, explaining features and benefits, and supporting the entire sales cycle from first evaluation to purchase. Adobe wishes to reward those resellers that become trusted advisors to these customers, particularly in light of a competitive environment when customers have ample choice of Adobe resellers from which to purchase. In order to support customer choice and to compensate committed and competent resellers, Adobe offers the Deal Registration Incentive to reward activities that lead customers toward evaluating and adopting an Adobe solution.

Deal registration involves a monetary incentive for validated, forecasted purchases of Adobe products. Once the sale closes (the customer has purchased the product), the reseller that forecasted and registered the purchase (and received approval from Adobe), and submitted the qualifying purchase order, will receive the reward.

#### **Deal Registration Incentive Benefit**

Eligible resellers who meet all contractual requirements and who comply with the process and requirements for deal submission (outlined below), will be eligible to receive the following benefits:



Buying Program/s	Payout per deal		Deal characteristics & criteria	Additional qualification criteria
	Through Adobe (Platinum and Gold)	Through your Distributor		
Value Incentive Plan (VIP)	15% reward on Document Cloud VIP products only (including Adobe Sign)	Contact your Distributor	10+ unit deal . <ul style="list-style-type: none"> <li>All VIP products excluding Creative Professional products.</li> <li>Full year or any partial year pro-rated duration . Multi year purchases are paid out on only the first 12 months .</li> <li>New subscriptions only; renewals are not eligible .</li> <li>All SKUs sold through the VIP program only, excluding Creative Professional SKUs.</li> <li>Available in all vertical markets .</li> <li>Adobe Sign transactions must have a minimum of 1,500 transaction, or 150 transaction + 1 VIP unit.</li> </ul>	Available in all countries except those specifically prohibited by Adobe . See the "Definitions" section of this document .
	10% reward on All other VIP products*.	Contact your Distributor		

\* Example of such licenses include PPBU VIP products such as Captivate and Framemaker.

**Deal Registration Eligibility Criteria:**

- Deal registration payout will only apply to new VIP subscriptions.
- Qualifying revenue for the deal registration incentive calculations is based on net-to-Adobe revenue .
- Deal registration opportunities must be Net New to Adobe at the time of registration to be eligible for the Deal Registration incentive. Net New means an opportunity that is both new to the Deal Registration database and new to the Adobe sales pipeline (i.e. not a renewal of an existing VIP, CLP, or term-based license). Deal is not submitted by another reseller and not being actively worked by an Adobe Sales Representative.
- Renewal seats are not eligible.
- Renewal opportunities for non-VIP licensing programs (such as ETLA, FLP) which are migrated, transferred or eventually transacted through to VIP, are not eligible.
- Customer revenue migrations from discounted price to full price at the time of renewal are not eligible.
- Renewal opportunities which switch licensing programs are not eligible, unless the upsell/incremental component meets the minimum license quantity referenced in the table above. Upsell/Incremental units must be in addition to the products Adobe is expecting customer to renew and result in incremental revenue. No payment will be made if upsell results in same or less revenue. Note: Only the upsell/incremental component will be eligible for deal registration.
- CCT renewals, which switch to CCE are not eligible, unless the upsell/incremental component meets the minimum license quantity referenced in the table above. Upsell/Incremental units must be in addition to the products Adobe is expecting customer to renew and result in incremental revenue. No payment will be made if upsell results in same or less revenue. Note: Only the upsell/incremental component will be eligible for deal registration.
- Add-ons to renewals are not eligible, unless the add-on/incremental component meets the minimum license quantity referenced in the table above. Add-on units must be in addition to the products Adobe is expecting customer to renew and result in incremental revenue. No payment will be made if add-on results in same or less revenue. Note: Only the add- on component will be eligible for deal registration.

- Upsell opportunities for existing customers during the year are eligible, however, the upsell/incremental component must meet the minimum license quantity referenced in the table above. Upsell/Incremental units must be in addition to the products Adobe is expecting customer to renew and result in incremental revenue. No payment will be made if upsell results in same or less revenue. Note: Only the upsell/incremental component will be eligible for deal registration.

For approved deals that are both identified and closed (by submitting the qualifying order) by a single reseller, the rebate will be provided to the reseller. Deals that are identified by one reseller, but closed by another reseller, are not eligible for a rebate.

If Adobe finds that you have registered an ineligible opportunity, we reserve the right to (i) back out such transactions from your deal registration payout, or (ii) debit any future payments by the ineligible amount, if the relevant rebate has already been paid.

### Products Eligible for Deal Registration

All products available on the VIP price lists are eligible for deal registration. Creative Pro Products and perpetual licenses (TLP, CLP, FLP) are not eligible for deal registration.

Other Adobe products such as Adobe Marketing Cloud, LiveCycle, Connect, and Digital Publishing Suite are not eligible for the Deal Registration Incentive under this Adobe Partner Connection program; however, they may be eligible for deal registration in other Adobe partner programs.

### Qualifying Revenue and Order Eligibility

For all orders that are purchased through an Authorised Adobe Distributor, "Qualifying Revenue" is based on the Adobe Estimated Street Price ("List Price").

VIP renewals, Upgrade Plan renewals, and EA Maintenance & Support are not eligible for deal registration.

Deal Registration payout on all new VIP seats will be capped at 12 months from the order invoice date. For example, if reseller's customer chooses a VIP term of 18 months, Deal Registration payout will be calculated based on the value of the first 12 months of the term. All deals must be registered and approved by Adobe and comply with all published Deal Registration guidelines.

All deals are capped at \$300,000 USD revenue. This cap is inclusive of any products that are ineligible for deal registration (See "Minimum thresholds").

Opportunities submitted and/or booked outside of the reseller's defined territory in APAC are ineligible for the Deal Registration Incentive (whether or not the reseller holds the Worldwide Specialisation)

### Minimum Thresholds

For Document Cloud VIP-only opportunities, a 10-unit minimum deal size is required. The 10-unit minimum threshold can be achieved with either full-year or pro-rated Acrobat subscription SKUs available through VIP only. Any combination of Acrobat subscription SKUs may be used to meet VIP minimum unit threshold. Sign transactions must have a minimum of 1,500 transactions, or 150 transactions = 1 VIP unit.

### Deal Registration Incentive Terms & Conditions

- For VIP, all Deal Registrations must be submitted at least one day prior to **orders being placed**.
- All orders must be placed prior to the expiration of the Deal Registration.
- All Deal Registration rebates must be claimed within **30 days** of the order date.
- Opportunities are valid for 90 days from the **approval date**.
- A single **30-day extension** may be requested through the system prior to the expiration date of the opportunity.



- Eligible products on the order must meet or exceed the applicable payout **threshold to earn rebate**, even if the deal was approved at a lower amount.
- The customer account name on the Deal Registration must match the customer account name on the order.
- Orders must be for customers within the partner's APC designated market region.
- Orders placed and fulfilled through adobe.com are not eligible for a rebate.
- Orders for a reseller's own use are not eligible for a rebate.
- Reseller will have thirty (30) days from the date that a qualifying order is booked to submit a rebate claim for the corresponding opportunity.
- Reseller is responsible for entering correct Sales order number and claiming the rebate.
- Deal Registration rebates not claimed within 30 days of booking the Sales Order will be forfeited.

Only purchases effected by an end user customer (who is not an Adobe Partner) shall be eligible for the Deal Registration Incentive. Under no circumstance will purchases of Adobe products made for internal use by an Adobe Partner, including purchases made for another partner's internal use, be eligible for Deal Registration Incentive.

For operational details of the Deal Registration Incentive, including instructions for submitting opportunities and claiming rewards, see the Adobe Partner Connection Partner Program Deal Registration Guidelines.

Opportunities originating from customer RFP / RFQ bid scenarios may be rejected unless there is adequate justification to show the reseller is adding value to the opportunity; for example, by promoting Adobe if the solution is ambiguous or references an Adobe competitor. Opportunities sourced from bid boards are not eligible for the Deal Registration Incentive. Adobe reserves the right to revoke any opportunity that has been approved if it is discovered that the reseller uncovered the opportunity from a bid board or as a result of a published RFP / RFQ.

Reseller is specifically forbidden from splitting an order received from a customer into multiple orders for the purpose of qualifying the orders for Deal Registration Incentive eligibility, to receive a higher payout, or to avoid the cap of **\$300K USD per qualifying order**.

Opportunities are **valid ninety days (90) days** from the date of approval. An additional **30-day extension** may be provided if requested prior to the original opportunity expiration date and if the opportunity is found by Adobe to be still viable within the next 30 days.

After an opportunity expires, it cannot be extended or re-registered.

Deal registration payouts will expire, without exception, four (4) months from the date on which Adobe makes the first attempt to make payment to the reseller, if valid reseller banking information is not on file with Adobe. Opportunities that are denied for payment may be appealed only within four months of the order date. Opportunities may be denied for payment if a qualifying order is not submitted, if the opportunity is not claimed within 30 days, if the order is placed prior to the opportunity submission date, or if any other terms and conditions for payout are not met.

In the event two opportunities are submitted (whether or not they are approved) and are later found to be the same deal, the rebate will be provided to the reseller who registered the first approved opportunity. Resellers submitting subsequent registrations for the same opportunity will have their opportunity revoked and will not receive a rebate, regardless of involvement in the opportunity.

Resellers agree to preserve the confidentiality of the Deal Registration Incentive and all related program materials. Information about the Deal Registration Incentive is not to be shared with end-user customers.

In the event that Adobe has reasonable suspicion that a reseller has violated any of the terms described above with the submission of an order, including splitting or asking a customer to split an order into two or more parts, for the purpose of qualifying under this incentive, Adobe reserves the right to investigate the matter, including auditing reseller records of purchase orders received from the customer. If Adobe determines the reseller partner is in violation of any of the terms of this agreement, the reseller will be suspended from the Deal Registration Incentive, and may face permanent loss of deal registration participation or overall participation in the Adobe Partner Connection Reseller Program, at the sole discretion of Adobe.

In the event a reseller loses its status in the program, this reseller will have thirty (30) days from the date of the loss of status to submit any outstanding claim with Adobe with regard to the Deal Registration Incentive. After this period, all opportunities and/or claims will be considered expired and the reseller will no longer be eligible for the reward. Please note that the reseller's Sales Center account will be blocked when the reseller's account is suspended or terminated. If this occurs, the reseller must work with their Adobe Account Manager or other Adobe representative to close out any outstanding eligible opportunities and/or claims.

### **Revocation of Deal Registration Opportunities**

On occasion, Adobe may decide to revoke an opportunity that was previously approved. Scenarios whereby Adobe may revoke a registration are as follows:

- Administrative error by Adobe. (Examples: System error, human error, a duplicate registration was discovered including those where the Parent company may have subsidiaries under differing names). In cases of administrative error, Adobe will make commercially reasonable efforts to notify partner as soon as the discrepancy is discovered.
- The opportunity record has not been updated for more than 90 days.
- It comes to Adobe's attention after approval that any of the information provided in the submitted registration application was falsified, inaccurate, misleading, incomplete, or omitted.
- In the event that two or more deal registrations get approved for the same end user by different resellers, and both opportunities were approved by Adobe, the deal registration gets awarded to the reseller that submitted the first accurate and complete registration.
- The application is accepted after the expiration or termination of the reseller agreement with Adobe and any of its addenda.
- The partner is in material breach of their reseller agreement with Adobe or any of its addenda.
- The customer has notified Adobe in writing that the partner is unwilling or unable to adequately support the opportunity and no longer desires to work with the partner.
- The partner has notified Adobe in writing that they are unable or unwilling to support the customer opportunity, yet has not voluntarily canceled their registration.
- It comes to Adobe's attention that the partner has failed to actively promote Adobe within the opportunity.

Adobe will make commercially reasonable efforts to notify partner prior to revoking any opportunity.

### **Adobe Led – Enterprise Term License Agreement (ETLA)**

Adobe also wishes to reward APC partners for sourcing Adobe-led Enterprise Term License Agreement (ETLA) opportunities. Adobe's ETLA is an Adobe-led sales engagement where Adobe directly engages with end user customer pertaining to the licensing of Adobe products. This means that the structuring and executing of an ETLA is done entirely by Adobe. The Partner's role in an ETLA may be one of sourcing, performing specific selling activities, or fulfilling, or a combination of these, as explained under the [ETLA Financial Incentives Program](#).

### **Quarterly Incentives (Rebate)**

Qualifying Platinum Partners in good standing with Adobe will be eligible to participate in the following quarterly incentive as described below. This excludes Platinum Resellers in the Hong Kong/ Taiwan region.

#### **Revenue Performance Incentive**

Platinum Resellers will be eligible to participate in one or more of the following quarterly incentives, and such other incentives as may be provided by Adobe from time to time. Available incentives, including specific targets, payout bases, and payout rates for each incentive, will be provided to the reseller at the beginning of each Adobe fiscal quarter in a Quarterly Rebate Letter. Resellers that achieve their target/s, as applicable, will be awarded a rebate.



How Partner rebate goals will be set		Qualifying revenue base against which Partner rebate will be paid
Financial Incentive	Criteria	Payout base
<b>Creative Rebate Incentive</b>	Target(s) will be set based on Eligible VIP Renewals and VIP New Licenses for the specified quarter(s) for Eligible Creative Products only. Includes all Creative Cloud products, Adobe Stock, and all other products available through VIP and VIP Marketplace (excluding Document Cloud and Adobe Sign.)	VIP Qualifying Revenue for Eligible Creative Products.
<b>Document Cloud Rebate Incentive</b>	Target(s) will be set based on Eligible VIP Renewals and VIP New Licenses for the specified quarter(s) for Eligible Document Cloud Products only. Includes all Document Cloud and Adobe Sign products available through VIP and VIP Marketplace	VIP Qualifying Revenue for Eligible Document Cloud Products.
<b>VIP Marketplace Incentive</b>	A dollar one rebate will be paid on all VIP Marketplace revenue. At this time, no targets will be set for this incentive.	VIP Marketplace Qualifying Revenue
<b>VIP Marketplace Migration Incentive</b>	VIP Marketplace partners are eligible to earn an incremental rebate for migrating existing VIP Members to VIP Marketplace.	Payout will be calculated based on the net-to-Adobe value of the licenses up for renewal on the date of migration. Please refer to your quarterly rebate letters for details.

See the [Definitions](#) section for complete Qualifying Revenue definitions.

### Incentive payout details

The following table defines when various transactions will count toward your rebate attainment.

Renewal window = Anniversary Date +/- 30 days

Cancellation quarter = For VIP renewals and expansion units added during the renewal window:

- If the cancellation date (the end of the renewal window) is in the current quarter, the transaction will count toward the current quarter's attainment.
- If the cancellation date is in the following quarter, the renewal portion of the transaction will count toward the following quarter's attainment. Any expansion licenses will count toward the current quarter's attainment.

Transaction type	Definition	Attainment quarter
Net new VIP units	New VIP units on a net new VIP agreement. Customer does not have an existing VIP agreement.	Current quarter
Add-on VIP units	New VIP units on an existing VIP agreement outside the renewal window.	Current quarter
Renewals	VIP renewals on existing VIP agreements during the renewal window. License renewals through VIP or VIP Marketplace are considered renewals.	Cancellation quarter Note that this may be in the following quarter.
Expansion units	New VIP units added to an existing VIP agreement during the renewal window.	Current quarter

## Rebate Performance Payout

At the end of each fiscal quarter, Adobe will calculate each Platinum Reseller's performance (excluding Platinum Partners from the HKT market region) and corresponding payout rate for each component of the rebate program and generate a total quarterly payout rate for the reseller. The payout rate will be paid out against Qualifying Revenue as indicated in the quarterly rebate letter.

For Platinum Resellers that transact directly with Adobe, the rebate payout will be made as a credit to their trade account with Adobe. For any reseller that transacts with Adobe through a distributor, the rebate payout will be made via wire transfer.

Upon the close of the quarter, the Adobe will examine the revenue targets, revenue target achievement and performance of each reseller in the Platinum levels. In addition, Adobe will verify compliance with contractual obligations such reporting and credit. If a partner has achieved the targets specified and complied with all mandatory contractual obligations, Adobe will authorize the payment of the Revenue Performance Incentive Rebates. The decision of Adobe and of its representatives on any claim or dispute to the targets is final.

Before placing any order for Software Products (other than shrink-wrap orders), authorized resellers must ensure that it has received corresponding order documentation from End Users for the Software Products. If Adobe finds that in advance of placing an order with Adobe (a) acceptable End User order documentation has not been received by the Reseller or (b) acceptable Reseller order documentation has not been received by Distributor, then Adobe may (i) back-out any transactions from Reseller's financial incentives such as rebate, or (ii) debit any future payments to Reseller by any amount previously awarded due to such transactions.

Adobe may, by email notification or other communication posted to the Sales Center or other similar partner communication vehicle, announce permanent or temporary modifications to the Revenue or Flexible Performance Incentive terms. Such changes shall become effective from such time as determined by Adobe at the sole and reasonable discretion of Adobe.

## Revenue Performance Incentives (Rebate) Terms and Conditions

Reseller that is in good standing with Adobe shall be eligible to receive, and who has achieved the applicable target(s)/goal(s)/objective(s) prescribed by Adobe from time to time shall be entitled to receive Rebates under the Revenue Performance Incentives (Rebate) Program ("Rebates")

Reseller will be informed, in a separate notification, of its quarterly target(s)/goal(s)/objective(s) and any additional terms and conditions which Reseller must accept in order to receive the Rebates ("Rebate Targets Letter"). Reseller's eligibility to receive Rebates is subject to the applicable terms and conditions as set forth in the Program Agreement, this Program Guide and the Rebate Targets Letter ("Rebate Terms"). Reseller's continued participation in the Reseller Program shall be deemed Reseller's unequivocal acceptance of the Rebate Terms.

1. No payment of any Rebates will be made by Adobe unless Reseller has achieved the applicable target(s)/goal(s)/objective(s) set out in the Rebate Targets Letter and Adobe is satisfied that Reseller has complied with the Rebate Terms. Without limiting the generality of the foregoing, Adobe shall be entitled to suspend, withhold or refuse payment of any Rebates, require Reseller to refund any Rebates that has been paid, and/or remove Reseller's eligibility to participate in the Revenue Performance Incentive(s) program, without prejudice to any of its rights, if:
  - a) Reseller has not provided proof of attainment of applicable target(s)/goal(s)/objective(s) set out in the Rebate Targets Letter to Adobe's satisfaction; or
  - b) Adobe determines that Reseller has provided information that is inaccurate, untrue, misleading or fraudulent, or has otherwise failed to comply with the Rebate Terms.
2. Adobe shall be entitled to do all that is necessary to verify Reseller's eligibility to receive Rebates, including checks on whether all relevant sales transactions are supported by valid end user orders. Adobe reserves the right to check all relevant transaction documents, including but not limited to Reseller's purchase order(s), end customers' purchase order(s), correspondence and email between Reseller and end customers, billing acceptance and payment receipts.
3. All payments of Rebates shall, in Adobe's sole discretion, be made by cheque or wire transfer to Reseller's designated bank account. No payment shall be made to any person, firm or corporation other than Reseller.
4. If, for any reason, Adobe reverses a license or transaction in respect of which a Rebate has been paid to Reseller, Reseller shall pay back to Adobe an amount equal to the rebate stemming from the reversed license or transaction, within forty-five (45) days of a written notice from Adobe.
5. The Revenue Performance Incentive(s) program is not part of the trading process that a Reseller has with Adobe, other Resellers and/or Authorized Adobe Distributors. A Reseller should not deduct monies from payments to



Adobe, Authorized Adobe Distributor(s) and/or other Resellers on account of Incentive(s) being distributable. Reseller is free to set its own prices for all Software Products.

6. It shall be Reseller's obligation to report as income all Rebates received by Reseller pursuant to the Revenue Performance Incentive(s) program and Reseller shall indemnify Adobe and hold Adobe harmless to the extent of any obligation imposed on Adobe to pay any taxes or insurance, including without limitations, withholding taxes, social security, unemployment, or disability insurance, including the interest and penalties thereon. Reseller agrees to pay any Tax imposed by any governmental authority with respect to any payment made by Adobe under the Rebate Program. For the purposes of the Rebate Program, "Tax" shall mean any tax, fee or cost not based on Adobe's net income, including, but not limited to, sales, use, excise, value added, withholding or similar tax or any fees and penalties or interest associated with any of the foregoing.
7. Expiration or termination of the Program Agreement at any time will result in immediate disqualification of eligibility for participation in the Revenue Performance Incentive(s) program. Upon expiration or termination of the Program Agreement, or the Revenue Performance Incentive(s) program, no further payment of any Rebates shall be made to Reseller, except that Adobe will pay Rebates legitimately earned by Reseller and due and payable at the time of termination or expiration of the Program Agreement or the Revenue Performance Incentive(s) program. Notwithstanding the foregoing, in the event that the Program Agreement or the Revenue Performance Incentive(s) program is terminated for Reseller's breach of the Program Agreement or the terms and conditions under this section, as applicable, all unpaid Rebates will be canceled, without prejudice to other rights that Adobe may have.

## Channel Incentive Program (Ad-hoc)

The "Channel Incentive Program" is an existing ad-hoc performance incentive program which Adobe may offer to qualifying Partners from time to time, under which Adobe makes available certain incentive(s) (financial or non-financial) for the benefit of individual representative(s) of qualifying Partners ("Partners' Individual Representative(s)"), upon the attainment of prescribed target(s)/goal(s)/objective(s).

1. The Partners that will qualify for each Channel Incentive Program shall be determined by Adobe in its sole discretion.
2. The general terms and conditions, set out below, shall apply to each Channel Incentive Program Adobe makes available to Partners.
3. Adobe will notify qualifying Partners in writing, of the applicable target(s)/goal(s)/objective(s) and any additional terms and conditions that may apply, each time Adobe makes available the Channel Incentive Program. Adobe, in its sole discretion, may also require Partner to acknowledge in writing.
4. Partner's acceptance of any additional terms and conditions applicable to the Channel Incentive Program.

## Channel Incentive Program Terms and Conditions

Partner who is in good standing with Adobe and has met all obligations under the Program Agreement may be eligible to receive incentive(s) under the Channel Incentive Program for the benefit Partner's Individual Representative(s). Such entitlement shall be subject to attainment of applicable target(s)/ goal(s)/objective(s) through qualified sales-out of qualifying Software Products as prescribed by Adobe from time to time.

Partner represents that Partner's internal policies and processes permit Partner's Individual Representative(s) to participate in the Channel Incentive Program.

### Partner further acknowledges and agrees:

1. Partner's representatives shall have no rights of enforcement under the Channel Incentive Program.
2. The Channel Incentive Program is made available to Partner on the condition that Partner must sign and return Adobe's acknowledgment form ("Acknowledgment Form") provided by Adobe prior to receiving the incentive(s). Adobe shall be under no obligation to provide Partner with the incentive(s) if the Acknowledgment Form is not duly executed by Partner and returned to Adobe.
3. Partner shall distribute the incentive(s) to Partner's Individual Representative(s) in accordance with these terms and conditions and shall provide proof of having done so, upon request by Adobe. Adobe shall be entitled to require a refund of any incentive paid to the Partner if such proof is not provided to Adobe's satisfaction.
4. At all times, Adobe retains sole discretion in approving or disallowing the distribution of the incentive(s), and all decisions made by Adobe are final.

5. In the event that the applicable target(s)/goal(s)/objective(s) are based upon attainment of revenue targets, the following shall apply:
  - a) All revenue-based target(s)/goal(s)/objective(s) are in the currency stipulated by Adobe from time to time;
  - b) Unless otherwise expressly provided in Adobe's Notification of Channel Incentive Program, all revenue-based target(s)/goal(s)/objective(s) are based upon net revenue to Adobe through qualified sales-out of the qualifying Software Products (net of returns, and excluding taxes, shipping, insurance and other fees) to Authorized Adobe Distributor(s) during the period of the Channel Incentive program ("Revenue Sell-Through"). All Revenue Sell-Through counts towards the Partner's target(s)/goal(s)/ objective(s) achievement, except where the licenses for qualifying Software Products are installed outside the Territory.
  - c) Although Adobe will use reasonable efforts to include all qualified sales-out of the qualifying Software Products during the period of the Channel Incentive Program, products ordered and not delivered (for any reason) during the period of the Channel Incentive Program will not be considered as Revenue Sell- Through that counts towards Partner's target(s)/goal(s)/objective(s) achievement under the Channel Incentive Program.
6. All orders for the qualifying Software Products must be supported by purchase orders from Partner's customers. If any products are returned, those products will be excluded from computation of Partner's attainment of target(s)/goal(s)/objective(s).
7. It shall be Partner's obligation to report as income all incentive(s) received by Partner pursuant to the Channel Incentive Program and Partner shall indemnify Adobe and hold Adobe harmless to the extent of any obligation imposed on Adobe to pay any taxes or insurance, including without limitations, withholding taxes, social security, unemployment, or disability insurance, including the interest and penalties thereon. Partner agrees to pay any Tax imposed by any governmental authority with respect to any payment to be made by Adobe under the Channel Incentive Program. For the purposes of this Channel Incentive Program, "Tax" shall mean any tax, fee or cost not based on Adobe's net income, including, but not limited to, sales, use, excise, Sourcing, withholding or similar tax or any fees and penalties or interest associated with any of the foregoing.
8. Adobe, in its sole discretion, may revise or terminate the Channel Incentive Program at any time. In accordance with the terms of the Program Agreement.
9. Upon expiration or termination of the Channel Incentive Program, all undistributed incentive(s) will be cancelled, and no further distribution of any incentive(s) shall be made to Partner.
10. The Channel Incentive Program is not part of the trading process that a Partner has with Adobe, other Partners and/or Authorized Adobe Distributor(s). A Partner should not deduct monies from payments to Adobe, Authorized Adobe Distributor(s) and/or other Partners on account of Incentive(s) being distributable. Partner is free to set its own prices for all Software Products.
11. Adobe, in its sole discretion and without any prejudice to any of its rights, may refuse to distribute the incentive(s) to Partner, require Partner to return the incentive(s) that have been distributed, and/or remove Partner's eligibility to participate in the Channel Incentive Program, if:
  - a) Adobe deems that Partner has failed to comply with these Channel Incentive Program terms and conditions; and/or
  - b) Partner provides any information that is inaccurate, untrue, misleading or fraudulent.

## Rules of Engagement

Eligible partners participating under APC Reseller program, must adhere to the following guidelines:

- Distributor will be provided current year's Adobe-managed account list so Reseller can check with the Distributor prior to pursuing the customer.
- Reseller Partners are not permitted to engage with Adobe-managed accounts, as defined by Adobe, unless prior written authority is provided.
- For all resale transactions, Reseller Partners are expected to lead any post-sale support, implementation, and services.
- Note: If at any time Adobe determines a Reseller Partner has failed to comply with these guidelines, Adobe shall be entitled to suspend and/or remove the Reseller Partners' eligibility to participate in the APC Reseller program.

## Exception Return Policy

From time to time channel partners find it necessary to ask for an RMA that falls outside of our standard terms. Adobe has an Exception Return Policy that allows returns for limited periods after the standard return time under certain conditions. This Exception Return Policy can be found on the partner portal and is incorporated by reference into this Program Guide. Adobe may update the Exception Return Policy from time to time by updating the version found on the partner portal.

## Onboarding

Adobe wishes to create business relationships only with partners that meet the company's business objectives and criteria for integrity and compliance. Therefore, all partners wishing to participate in the Partner Program, including applying for a higher level of membership or specialisation, must successfully complete Adobe's onboarding process.

For a new partner applying at the Registered, Certified or Gold membership level, onboarding involves completing an online code of conduct training and submitting an additional online application which may include compliance-related questions, confirmation of required certifications, and additional questions used to help Adobe evaluate whether the partner meets the criteria required for the new membership level or specialisation. Adobe will use this questionnaire as well as other performance metrics to determine whether the partner meets the criteria to be accepted to the new membership level or specialisation.

\* For Platinum Partners, much of the onboarding process is conducted off-line in partnership with an Adobe account manager. Platinum Partners must also complete compliance training and participate in Adobe's global vetting and onboarding process. This additional onboarding consists of more in-depth due diligence processes, e.g., those related to the U.S. Foreign Corrupt Practices Act "FCPA."

Participation in the enrollment process does not guarantee acceptance to the Adobe Partner Connection Program. Without prejudice to Adobe's right to reject any potential partner from participating in the Adobe Partner Connection Program for any reason, Adobe reserves the right to change the application process and requirements to join the Adobe Partner Connection Program at any time.

### Onboarding steps for a Registered, Certified or Gold Partner:

This process is followed for new and uplevel requests, and for partners applying to add a specialisation.

- 1 Partner completes online enrollment questionnaire specific to the desired level or specialisation.
- 2 Partner accepts click-through program agreement.
- 3 For Certified and Gold level: Adobe evaluates partner's application and confirms acceptance or denial at the desired program level. Adobe's evaluation includes review of the partner's compliance questionnaire and confirmation that the partner meets all of the requirements of the desired level, including required personnel, completion of required code of conduct training, minimum revenue criteria, time required at a previous level, and any other requirements.
- 4 Partner is provided with systems access, including access to the Adobe Partner Connection Portal, Sales Center (Gold and above) and Adobe Channel Training Center.

### Onboarding steps for a Platinum Partner:

- 1 Partner completes offline compliance questionnaire.
- 2 Adobe conducts due diligence compliance onboarding process.
- 3 Adobe evaluates partner's application and confirms acceptance or denial. Adobe's evaluation includes review of the partner's compliance questionnaire and confirmation that the partner meets all of the requirements of the Platinum level, including any required personnel completion of required code of conduct training, minimum revenue and or/ unit criteria, 12 months minimum as a Gold Partner or ALC, success against previous performance criteria such as QBRs and customer satisfaction surveys, and any other requirements.
- 4 Partner and Adobe execute hard copy program agreement.
- 5 Partner and Adobe meet to discuss and submit the Annual Business Plan.



## Ongoing Performance Evaluation

During the start of each Adobe fiscal year, Platinum Partners will be required to develop an Annual Business Plan jointly with their Adobe Account Manager. This business plan will include at minimum the following topics:

### Platinum Business Plan Topics

#### Market Overview:

A commentary on the general business climate, highlights & challenges for the year ahead, and any significant shifts in sales or marketing strategy.

#### Business Review:

An analysis of the Adobe business for the year just completed. This should include revenue achieved, growth rates for the year, and customer satisfaction. It should also include a review of personnel and relevant certifications.

#### Business Objectives:

An overview of revenue goals for the year, critical success factors, and a discussion of sales and marketing strategy. This should include a focus on product mix, licensing mix (e.g. target mix of licensing vs Subscription sales) industry vertical, and customer segment focus.

#### Marketing Plan:

This should include any significant campaigns, launches, or demand generation activities for the year ahead.

On a quarterly basis, Platinum Partners who receive Marketing funds (or "MDF") will be required to formally report performance against objectives and plans/strategies for the approved marketing activities. This quarterly reporting will be administered through the "Partner Marketing Performance" (PMP) Program, as well as conducted through the Quarterly Business Review (QBR). This QBR will include both a focus on the previous quarter's performance as well as a look ahead to readjust strategy to achieve goals the next quarter. The QBR will cover at minimum the following topics:

Evaluation of Previous Quarter	Goals for Upcoming Quarter
Growth Drivers	Business Environment Ahead
Revenue Drivers (Product Mix, License Type, Industry Vertical Focus, Customer Segment Focus)	Growth Goals
New Customer Acquisition	Revenue Goals (Product Mix, License Type, Industry Vertical Focus, Customer Segment Focus)
Account Penetration	New Customer Acquisition Goals
Market Development/Marketing Activities	Account Penetration Goals
Employee Enablement/Certification	Marketing Activities & Events Planned
Customer Satisfaction Results	Key Initiatives Planned
Key Initiatives	
Opportunities & Challenges	

## Down-leveling

Adobe reserves the right to conduct an evaluation of a partner's program level at any point in time. A formal evaluation will take place prior to a partner's contract renewal. In the event Adobe determines that a partner no longer qualifies for their current program level, Adobe may assign the partner a new level based on their current qualifications. In such an event, Adobe will notify the partner of its change in program level. Down-leveling will also result in a partner's benefits being adjusted to those appropriate to the new level.

**Certified Partners** - Certified Partners being down-leveled to Registered will lose access to all Adobe pricing and licensing programs applicable to the Certified level. All other benefits of the Registered level will remain in full effect. Any partner moving from Certified level to Registered level will not be able to transact VIP orders.



**Gold Partners** - Gold Resellers being down-leveled to the Certified level will lose the ability to submit new opportunities to the Deal Registration Incentive effective immediately. Resellers will have 30 days to claim any opportunities that have already been submitted and approved by Adobe. All other benefits of the Certified level will remain in full effect.

**Platinum Partners** - Platinum Partners being down-leveled to the Gold level will continue to have access to the Platinum level rebate for the remainder of the quarter in which they are down-leveled. Rebate will be paid at the end of the quarter if objectives are met per the terms of the Revenue Performance Incentive. All other benefits of the Gold level will remain in full effect.

## Termination

On occasion, it may be necessary for Adobe to terminate its relationship with a partner. Adobe may terminate a partner's membership in the program or any benefit provided by the program at any time without cause upon **14 days'** notice to the partner.

## Definitions:

### Qualifying Revenue Definitions:

**Add-on VIP Licenses** means new VIP or VIP Marketplace licenses added to an existing VIP ID outside the Renewal Window.

**Cancellation Quarter** means the quarter when a VIP Member's Renewal Window ends, even if an order is placed with Adobe or invoiced in a different quarter.

**Eligible Creative Products** include the following Adobe products: All Creative Cloud products available on the VIP and VIP Marketplace price lists, including Creative Cloud for teams, Creative Cloud for enterprise, all Creative Cloud single apps, Adobe Stock, and all other products available on the VIP and VIP Marketplace price lists, except for Eligible Document Cloud Products. For clarity, Eligible Document Cloud Products are not included in Eligible Creative Products

**Eligible Document Cloud Products** include the following Adobe products: All Document Cloud and Adobe Sign products available on the VIP and VIP Marketplace price lists.

**Eligible VIP Renewals** are defined as all VIP Renewals and Expansion transactions, notwithstanding that new license SKUs are used for Expansion transactions. For clarity, Eligible VIP Renewals count toward the Creative Rebate Incentive and Document Cloud Rebate Incentive attainment during the relevant Cancellation Quarter, even if such renewals are transacted or invoiced by Adobe in a different quarter. All products available on the VIP and VIP Marketplace price lists in all vertical markets for which you are authorized are eligible, so long as such licenses are deployed in your respective APAC Market Areas. Only VIP Renewals on which you are the Incumbent Reseller are eligible for the Creative Rebate Incentive or Document Cloud Rebate Incentive.

**Expansions** means new VIP or VIP Marketplace license quantities or products added to an existing VIP ID during the Renewal Window.

**Incumbent Reseller** is defined as the reseller of record on the prior year's order (new or renewal). The customer must place the renewal order through the same reseller, and the VIP agreement number must be the same as the VIP agreement number of the prior year's order.

**Net New VIP Licenses** means new VIP or VIP Marketplace licenses on a net new VIP ID Customer does not have an existing VIP agreement.

**Renewals** means VIP or VIP Marketplace renewal licenses on existing VIP IDs during the Renewal Window, and includes renewal licenses for customer migrating from VIP to VIP Marketplace.

**Renewal Window** means the 60-day window beginning 30 days before until 30 days after Member's Anniversary Date.

**Total Qualifying Revenue** is defined, unless otherwise stated herein or in any supplementary documentation provided to the reseller, such as a quarterly rebate letter, as the amount paid to Adobe, less any returns, for purchases effected by Reseller (“sell-through value”), either directly from Adobe (in the case of Platinum Resellers) or from an Adobe Authorized Distributor, for all Eligible VIP Renewals and all VIP New Licenses. Licensing includes all Adobe desktop products sold through the VIP and VIP Marketplace, excluding ETLA. CCDA for Government through CLP is also included.

Additionally, the following revenue is specifically excluded from Total Qualifying Revenue: Non-product revenue (rebates, revenue share, referral fees, etc.), OEM, EA Maintenance & Support, shrinkwrap, TLP, CLP, EA, EEA, ETLA, and all non-VIP enterprise product revenue (including but not limited to DPS, LiveCycle, Connect, Adobe Marketing Cloud, Adobe Experience Cloud, and Adobe Site Catalyst). For resellers holding the Worldwide Specialization, revenue booked outside of the reseller’s home region is excluded from Total Incentive Qualifying Revenue. Total Qualifying Revenue is capped at \$500,000 USD per deal.

**VIP Incentive Qualifying Revenue** is defined unless otherwise stated herein or in any supplementary documentation provided to the reseller, such as a quarterly rebate letter, as the amount paid to Adobe, less any returns, for purchases effected by Reseller (“sell-through value”), either directly from Adobe (in the case of Platinum Resellers) or from an Adobe Authorized Distributor, for all Eligible VIP Renewals and all VIP New Licenses.

Additionally, the following revenue is specifically excluded from VIP Incentive Qualifying Revenue: Non-product revenue (rebates, revenue share, referral fees, etc.), OEM, shrinkwrap, TLP, CLP, ETLA, and all non-VIP enterprise product revenue (including but not limited to LiveCycle, Connect, Adobe Marketing Cloud, Adobe Experience Cloud, and Adobe Site Catalyst). For resellers holding the Worldwide Specialization, revenue booked outside of the reseller’s home region is excluded from VIP Incentive Qualifying Revenue. VIP Incentive Qualifying Revenue is capped at \$500,000 USD per deal.

**VIP Marketplace Qualifying Revenue** is defined unless otherwise stated herein or in any supplementary documentation provided to the reseller, such as a quarterly rebate letter, as the amount paid to Adobe, less any returns, for purchases effected by Platinum Reseller (“sell-through value”) of all SKUs available on the VIP Marketplace price lists. Only VIP Marketplace transactions on which you are the Incumbent Reseller are eligible for the VIP Marketplace Incentive.

Additionally, the following revenue is specifically excluded from VIP Marketplace Qualifying Revenue: Non-product revenue (rebates, revenue share, referral fees, etc.), OEM, shrinkwrap, TLP, CLP, ETLA, VIP SKUs that are not on the VIP Marketplace price lists, and all non-VIP enterprise product revenue (including but not limited to LiveCycle, Connect, Adobe Marketing Cloud, Adobe Experience Cloud, and Adobe Site Catalyst.) For resellers holding the Worldwide Specialization, revenue booked outside of the reseller’s home region is excluded from VIP Marketplace Qualifying Revenue. VIP Marketplace Qualifying Revenue is capped at \$500,000 USD per deal.

**VIP New Licenses** are defined as all new license SKUs through Net New VIP License transactions and Add-on VIP License transactions. All products available on the VIP and VIP Marketplace price lists are eligible. CCDA for government via CLP is also eligible. For VIP, new license SKUs may be used only for purchases for either 1) additional VIP license quantities (over the quantity of VIP licenses from the prior Subscription Period) for an existing VIP Member not purchased during the Renewal Window or 2) all licenses added during Member’s first Subscription Period for a New VIP Member. New VIP Member means an entity without a prior VIP ID or without an Affiliate with a prior VIP ID: Changing products within a product family (e.g. Creative Cloud) during the renewal period does not require new license SKUs. For example, a VIP customer may reassign Creative Cloud for teams complete licenses to Creative Cloud for teams single app licenses using renewal SKUs. Refer to the VIP Program Guide for details. For rebate purposes, Expansion transactions are included in Eligible VIP Renewals, not VIP New Licenses, even though new license SKUs are used for Expansion transactions.

## Other definitions

**Adobe Partner Connection Portal** means Adobe's web portal for Partners under the Adobe Partner Connection @ [www.adobe.com/ap/partners](http://www.adobe.com/ap/partners)

**Adobe Product Line Manager** is an individual who is responsible for all of a Partner's activities with respect to Adobe products and will be the main interface in communications and collaboration between Adobe and the Partner. In particular, the Product Line Manager will be responsible for ensuring that (a) the relevant organizational units within the Partner are appropriately staffed and resourced, (b) relevant personnel within this Partner achieves and retains the mandated competence levels, (c) the appropriate product line goals and measurement programs to track progress in meeting such goals are in place and (d) programs and activities are well executed and reporting commitments.

**CLP** means the Cumulative Licensing Program, as described in the "CLP Program Guide" located on Adobe's website at <http://www.adobe.com/volume-licensing.html> (or any successor website thereto) which may be updated by Adobe from time to time.

**Enterprise Term License Agreement (ETLA)** means an agreement that Adobe has entered into with an End User customer pertaining to the licensing of Adobe products and/or the provision of maintenance and support services to an End User customer.

**Membership Level** means the membership tiers available within the Adobe Partner Connection, namely the Platinum Level, Gold Level, Certified Level, Registered Level.

**Program Agreement** means the Adobe Partner Connection Program Agreement that every Partner must accept in order to participate in the Adobe Partner Connection.

**Partner** is a Partner that has registered with Adobe, has agreed to the Partner Program Agreement and meets and continues to meet the obligations outlined below for the level and role in the Adobe Partner Connection Program that they wish to attain.

**TLP** means the Transactional Licensing Program, as described in the "TLP Program Guide" located on Adobe's website at <http://www.adobe.com/sea/volume-licensing.html> (or any successor website thereto) which may be updated by Adobe from time to time.

**Value Incentive Plan** is a membership based program that allows customers to immediately download and deploy available Adobe products under a subscription type payment plan, as described in the "VIP Program Guide" available at <https://helpx.adobe.com/enterprise/vip.html> (or successor site thereto) which may be updated by Adobe from time to time. VIP may be sold only in countries authorized by Adobe.

**VIP Product** means the Software Products licensed under the VIP Program.

**VIP Marketplace (VIP MP)** is a membership-based Buying Program that allows partners and customers to purchase Adobe subscription products through online partner marketplaces. Unless otherwise indicated, all references in this document to "VIP" or "Value Incentive Plan" include VIP Marketplace.

**Market Region** means the countries in which partners are authorised to distribute Adobe products; depending on the country of Partner Location. The Market Region applicable will be the country of Partner Location. For example, if Partner location is in Singapore, the authorized Market Region will be South East Asia.

Market Region	Countries
India	India, Bangladesh and Sri Lanka
South East Asia	Singapore, Malaysia, Thailand, Vietnam, Philippines, Indonesia, Cambodia, Myanmar, Laos, Brunei Darussalam, Pakistan
Australia	Australia, the Independent State of Samoa, Cook Islands, Fiji, Papua New Guinea, Marshall Islands, Solomon Islands
New Zealand	New Zealand, the Independent State of Samoa, Cook Islands, Fiji, Papua New Guinea, Marshall Islands, Solomon Islands
South Korea	South Korea
Hong Kong, Taiwan	Hong Kong, Taiwan



## Conclusion

In conclusion, Adobe believes that our success as a company hinges upon the success of our Partners. By driving towards the same objectives, we can accomplish a profitable and mutually beneficial business relationship that will grow into the future.

## Version History

Version	Notification Date	Effective Date
5.1	17 <sup>th</sup> February 2017	4 <sup>th</sup> March 2017
5.2	14 <sup>th</sup> March 2017	20 <sup>th</sup> April 2017
5.3	23 <sup>rd</sup> May 2017	7 <sup>th</sup> June 2017
5.4	15 <sup>th</sup> September 2017	1 <sup>st</sup> October 2017
5.5	16 <sup>th</sup> November 2017	2 <sup>nd</sup> December 2017
5.6	16 <sup>th</sup> February 2018	3 <sup>rd</sup> March 2018
5.7	18 <sup>th</sup> May 2018	2 <sup>nd</sup> June 2018
5.8	16 <sup>th</sup> November 2018	1 <sup>st</sup> December 2018
5.9	14 <sup>th</sup> February 2019	2 <sup>nd</sup> March 2019
5.92	5 <sup>th</sup> April 2019	22 <sup>nd</sup> April 2019
5.94	5 <sup>th</sup> December 2019	19 <sup>th</sup> December 2019
6.0	14 <sup>th</sup> February 2020	29 <sup>th</sup> February 2020
6.1	29 <sup>th</sup> May 2020	12 <sup>th</sup> June 2020
6.2	19 <sup>th</sup> February 2021	6 <sup>th</sup> March 2021
6.3	26 <sup>th</sup> March 2021	9 <sup>th</sup> April 2021
6.4	11 <sup>th</sup> January 2022	5 <sup>th</sup> March 2022
6.5	16 <sup>th</sup> February 2022	5 <sup>th</sup> March 2022
6.6	28 <sup>th</sup> May 2022	11 <sup>th</sup> June 2022

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