



Adobe

# Adobe Partner Connection



## Reseller Program Guide North America



# Adobe® Partner Connection Reseller Program

## North America Program Guide

v5.4.2

### Content

Overview of Adobe Partner Connection Program .....	3
Reseller Program levels .....	4
Reseller Program level details .....	6
Reseller Program benefits .....	7
Specializations .....	13
Onboarding .....	17



# Adobe® Partner Connection Reseller Program

## North America Program Guide

**Adobe Partner Connection Portal**

[www.adobe.com/partners](http://www.adobe.com/partners)

### 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 who work toward these goals through better partner program infrastructure, training, and incentives. Adobe will provide both financial incentives, such as rebates, deal registration, marketing funds, and non-financial incentives, such as NFR software, 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 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 Partner Connection Program will treat these attributes differently and reward for unique areas of focus or specialization.

#### Programs and examples of partner types

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

*Note:* Additional partner types include solution partners, Connect partners, OEM/ISV partners, and system integrators, which will continue to be run as separate programs at this time.

### Reseller Program overview

Eligibility to join the Reseller Program is open to all businesses that sell Adobe software products to end user customers. Participation in the program is required for access to any Adobe pricing and licensing options. Non-participating resellers will not have access to any Adobe offerings.

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 reseller. Any terms and definitions covered here shall have the same meaning as set forth in the Program Agreement.

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/reseller communication website, to effect and announce changes to the Program Guide and to the policies and procedures described in this document and such changes that will be deemed to be incorporated herein by reference. Any changes will be effective 30 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 North America (US and Canada).

Participation in the Reseller Program is subject to approval by Adobe. Without prejudice to Adobe's right to reject any potential reseller from participating in the Reseller Program, Adobe reserves the right change the requirements to join the Reseller Program at any time. Reseller will treat all materials relating to the Adobe Partner Connection Program, including this Program Guide, as confidential and will only disclose such information to a person who is an employee of Reseller and who is obligated to keep such information confidential.

## Reseller Program levels

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

### Reseller Program level definitions

**Registered** - The Registered level allows resale of Adobe commercial shrinkwrap and TLP commercial, education, and government products. It requires an online click-through agreement for each reseller.

**Certified** - In addition to the benefits of the Registered level, Certified Resellers are eligible to sell Adobe's Cumulative Licensing Program (CLP), Enterprise Agreement (EA), 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 reseller with the richest level of benefits in the Reseller Program. Platinum level resellers must meet all of the requirements for the Registered, Certified, and Gold levels, plus the additional requirements of the Platinum level. In addition to access to deal registration and an Adobe Account Manager, Platinum Resellers are eligible for performance incentives in the form of quarterly rebates. Platinum Resellers may be eligible for dedicated headcount marketing funding at Adobe's sole discretion.

### Restrictions on non-participating resellers

Only participating resellers will have access to any Adobe offerings. In addition, resellers in the Reseller Program at any level are prohibited from reselling Adobe products on public online marketplaces. Only partners in the Retail Program at the Certified level and above may resell Adobe products on public online marketplaces. Any retail partner operating an online public marketplace (e.g., eBay, Amazon) is prohibited from allowing unauthorized resellers or retail partners to resell Adobe software on their marketplace.

### Use of Adobe SKUs

Reseller shall utilize Adobe SKU numbers and specific product descriptions within Reseller's internal database systems which maintains transaction records. Such information shall be tracked and documented by Reseller on a transaction by transaction basis and segregated by product (as opposed to being consolidated only by invoice number).

### 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.

### Requirement summary

Each Reseller Program level has a minimum personnel requirement that includes Adobe Certified Sales Professional/s and other personnel. Both the Gold and Platinum levels also require a minimum revenue threshold and/or Creative Cloud for teams unit threshold\* to enter or maintain status at that level. The revenue requirement will be calculated based on annual Total Qualifying Revenue (defined below).

Reseller level	Annual Requirements	Personnel Requirements
Registered	N/A	N/A
Certified	N/A	N/A
Gold	<ul style="list-style-type: none"> <li>• 250 annual Creative Cloud units sold through the VIP program only*</li> <li>• A minimum of one (1) VIP sale in each of the preceding four (4) quarters</li> </ul>	N/A
Platinum	<ul style="list-style-type: none"> <li>• 10,000 annual Creative Cloud units sold through the VIP program only* AND \$10M annual Total Qualifying Revenue</li> </ul>	<ul style="list-style-type: none"> <li>• Designated Product Line Manager</li> <li>• 2 employees dedicated to the Adobe business</li> </ul>

\* All market segments, new and renewal, full and partial subscriptions, complete and single app, named user and device-based.

### Pricing and licensing program summary

Reseller access to Adobe pricing and licensing options varies based on program level and specialization.

	Shrink C	TLP C	TLP G	TLP E*	CLP, EA, & VIP C	CLP, EA, & VIP G, CCDA	CLP E, EEA, & VIP E	CLP, EA, & VIP WW
Registered Reseller	✓	✓	✓	✓				
Certified, Gold, and Platinum Resellers (no specializations)	✓	✓	✓	✓	✓			
Certified + with Education Specialization	✓	✓	✓	✓	✓		✓	
Certified + with Government Specialization	✓	✓	✓	✓	✓	✓		
Platinum with Worldwide Specialization	✓	✓	✓	✓	✓			✓

- C = Commercial
- E = Education
- G = Government
- TLP = Transactional Licensing Program
- CLP = Cumulative Licensing Program
- CCDA = Creative Cloud Desktop Apps (government only)
- EA = Adobe Enterprise Agreement
- VIP = Value Incentive Plan
- EEA = Education Enterprise Agreement (renewals only)
- WW = Worldwide (commercial only)

\*TLP education includes non-profit entities. See <http://www.adobe.com/volume-licensing/non-profit.html> for the definition of qualifying non-profit entities.

A detailed description of additional eligibility, program requirements, and benefits follows.

## Reseller Program level details

### Registered Reseller

Requirements	Benefits
Register online on the Adobe Partner Connection Portal and complete the Adobe Partner Profile	Access to resources & communications on the Adobe Partner Connection Portal
Accept the Reseller Program Agreement in the format of a click-through online agreement	Access to no-charge, online training & accreditation on the Adobe Channel Training Center
Comply with the rules & guidelines in reference to the sale of Adobe products	Eligibility to purchase Adobe commercial shrinkwrap and TLP commercial, education, and government products from an Authorized Adobe Distributor (list available on the partner portal)

### Certified Reseller

Certified Resellers must meet all eligibility requirements for both the Registered and Certified levels.

Requirements	Benefits
All requirements above, plus:	All benefits above, plus:
Submit the Certified Reseller online application.	Eligibility to purchase CLP, EA, and VIP commercial products from an Authorized Adobe Distributor (list available on the partner portal)
Complete the Adobe Business Partner Code of Conduct training. (Minimum of one representative who holds responsibility for overseeing compliance.)	Eligibility to earn specializations for access to CLP, EA/EEA, and VIP education and government products
	Exclusive content for Certified Resellers on the partner portal
	Public listing as a Certified Reseller on the Adobe website and use of exclusive Certified Reseller logo
	Eligibility to participate in exclusive Adobe partner events, as invited by Adobe

### Gold Reseller

Gold Resellers must meet all eligibility requirements for the Registered, Certified, and Gold levels. The primary requirement for participation in this level is a minimum quantity of Creative Cloud for teams and/or Creative Cloud for education unit sales.

Requirements	Benefits
All requirements above, plus:	All benefits above, plus:
Meet minimum 6 months as an Adobe authorized reseller in the Adobe Partner Connection Program prior to applying at the Gold level	Support by an Adobe channel resource
Meet minimum 250 annual Creative Cloud units sold through the VIP program only*	Eligibility to participate in the Deal Registration Incentive and receive incentives for qualifying deal submissions
Transact a minimum of one (1) VIP sale in each of the preceding four (4) quarters.	Eligibility to receive not-for-resale (NFR) copies of select software according to applicable Adobe policy at Adobe's sole discretion
Complete the Adobe Business Partner Code of Conduct training. (Minimum of one representative who holds responsibility for overseeing compliance.)	Eligibility to participate in joint product launches, promotions, or campaigns as invited by Adobe

	Exclusive content for Gold Resellers on the partner portal
	Public listing as a Gold Reseller on the Adobe website and use of exclusive Gold Reseller logo
	Access to pre-sales support line

\* All market segments, new and renewal, full and partial subscriptions, complete and single app, named user and device-based

### Platinum Reseller

Platinum Reseller is the highest level in the Reseller Program. This level is reserved for resellers that make a significant investment in the Adobe business. The primary requirements to become a reseller at this level are annual revenue and Creative Cloud for teams/Creative Cloud for education unit thresholds. The Platinum level provides the richest level of benefits in the Reseller Program.

Requirements	Benefits
All requirements above, plus:	All benefits above, plus:
Meet minimum 12 months as a Gold Reseller prior to applying at the Platinum level	Eligibility to earn performance incentives (rebates) tied to quarterly objectives
Meet minimum \$10M annual Total Qualifying Revenue threshold AND 10,000 annual Creative Cloud units sold through the VIP program only*	Eligibility to receive dedicated headcount at Adobe's sole discretion
Appoint a Designated Product Line Manager with responsibility for Adobe products in accordance with program guidelines for the Platinum level	Eligibility to purchase commercial and government CLP, EA, and VIP products direct from Adobe (with appropriate specializations if required)
Execute the Platinum Reseller Agreement	Eligibility for marketing funds at Adobe's sole discretion
Submit end user sell-through and point of sale (POS) reports as specified by Adobe	Eligibility to apply for the Worldwide Specialization
Maintain at least two employees dedicated to the Adobe business	Exclusive content for Platinum Resellers on the partner portal
Complete the Adobe Business Partner Code of Conduct training. (Minimum of one representative who holds responsibility for overseeing compliance.)	Public listing as a Platinum Reseller on the Adobe website and use of exclusive Platinum Reseller logo

\* All market segments, new and renewal, full and partial subscriptions, complete and single app, named user and device-based

### Reseller Program benefits

The Reseller 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 benefits for each Reseller Program level.

Adobe's program of benefits includes deal registration, performance incentives (rebates), marketing funds, and non-financial benefits. These benefits will be awarded to those resellers that meet Adobe's expectations for growing the business and increasing customer loyalty.

### Financial incentive overview

Adobe offers a package of financial incentives to resellers who meet high performance objectives such as revenue and/or unit 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), and specializations. The diagram below illustrates which financial incentives are available at each Reseller Program level.

	Registered	Certified	Gold	Platinum
Deal Registration			✓	✓
Quarterly Rebates				✓
Dedicated Headcount				At Adobe's discretion
Marketing Funds				At Adobe's discretion

## 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. All eligible resellers may register commercial opportunities. Resellers must have the appropriate market specializations to register education or government opportunities.

### 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

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 criteria
VIP	10% reward	10+ unit deal. <b>Acrobat subscriptions only.</b> Full year or any pro-rated duration. New subscriptions only; renewals are not eligible. All Acrobat SKUs sold through the VIP program only. Available in all vertical markets.	Available only in countries authorized by Adobe. See the "Definitions" section of this document.
TLP, CLP, EA, FLP	10% reward	≥\$10K USD deal. Any combination of Eligible Print & Publishing and Consumer Products. Licensing and new TLP/CLP Upgrade Plan. Available in all vertical markets. Acrobat products are not eligible.	Year 2 and 3 EA deals may be registered only by the reseller who placed the prior-year EA order for that customer.
FLP Adobe Sign	10% reward	Adobe Sign-only deal ≥10 units.* Register under FLP licensing program. New subscriptions only; renewals are not eligible.	

\* Adobe Sign may be either combined with other Eligible Adobe Desktop Products for a ≥\$10K USD deal or submitted independently. (See "Minimum thresholds").

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



### **Opportunities eligible for deal registration**

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 Incentive and new to the Adobe sales pipeline (i.e. not renewal of an existing VIP, CLP, EEA, or term-based license.) Upsell opportunities for existing customers are eligible; however, note that new license SKUs for upsell opportunities may not be submitted on the same purchase order as renewal SKUs.

Government ETLA opportunities must also be Net New.

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 Eligible Print & Publishing and Consumer Products (see *Definitions*) are eligible for deal registration. Creative Pro Products and Acrobat perpetual licenses (TLP, CLP, EA, 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 the Adobe Partner Connection Program; however, they may be eligible for deal registration in other Adobe partner programs.

### **Qualifying Revenue and order eligibility**

For Platinum Resellers that purchase directly from Adobe, Qualifying Revenue for Deal Registration Incentive calculations is based on net-to-Adobe revenue. For all other orders that are purchased through an Authorized Adobe Distributor, Qualifying Revenue is based on the Adobe Estimated Street Price ("List Price").

Renewals, Upgrade Plan renewals, and EA Maintenance & Support are not eligible for deal registration. EA true-up deals are eligible for deal registration only by the reseller that has placed the prior-year EA order for that customer.

All deals are capped at \$500,000 USD. 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 home region are ineligible for the Deal Registration Incentive (whether or not the reseller holds the Worldwide Specialization).

To be eligible for deal registration payout, orders must be placed at least one day prior to the opportunity expiration date, and the latest submit date must be at least one day prior to the order date.

### **Government ETLAs**

Adobe also wishes to reward partners for sourcing Enterprise Term License Agreement (ETLA) opportunities for government customers. ETLA opportunities for commercial and education customers are ineligible for the Deal Registration Incentive.

First-year ETLA deals may not be submitted to the Deal Registration Incentive. However, if a partner registers a qualifying TLP, CLP, EA, or VIP opportunity, Adobe may, at its sole discretion, change it to an ETLA opportunity. In such cases, the partner is eligible for a 10% "sourcing only" rebate on the first year invoiced amount only, up to the \$500,000 USD cap. The partner will also be eligible for the 10% "sourcing only" rebate, on the first year invoiced amount only. Second and third-year ETLA deals are not eligible for the Deal Registration Incentive. A partner is eligible for the ETLA "sourcing only" rebate only if Adobe changes it to an ETLA opportunity from the buying program under which it was submitted. FLP or ETLA deals may not be used to claim deal registration rebates for opportunities approved under any other buying program, unless Adobe changes the buying program.

### Minimum thresholds

For Acrobat 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.

For all other opportunities, the \$10,000 USD threshold can be achieved with any combination of Eligible Print & Publishing and Consumer Products licensed via TLP, CLP, VIP, EA, and/or FLP (excluding ETLA). When submitting an opportunity containing multiple license types, select the license type representing the greatest percentage of the opportunity.

Non-VIP opportunities must be at least \$5,000 USD to be registered; however, the opportunity must close above the minimum deal size threshold (see table above) to receive a rebate. If the opportunity closes below the minimum deal size requirement, no rebate will be paid even if the opportunity was approved.

### Deal Registration Incentive Terms & Conditions

- All orders must be placed at least one day after the submit date on the opportunity.
- All orders must be placed prior to the expiration of the opportunity.
- All Deal Registration Incentives rebates must be claimed within 30 days of the order date.
- Opportunities are valid for 180 days from the approval date.
- A single 60-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 opportunity was approved at a lower amount.
- The customer account name on the opportunity must match the customer account name on the order.
- Orders must be for customers within the reseller's designated territory.
- Orders fulfilled through adobe.com are not eligible for the Deal Registration Incentive.
- Orders for a reseller's own use are not eligible for the Deal Registration Incentive.

Only purchases effected by a third party customer to the fulfilling reseller shall be eligible for the Deal Registration Incentive. Under no circumstance will purchases made for internal use by an Adobe channel member, including another reseller, be eligible to qualify for a reward under this incentive. Additionally, deals sourced by Adobe, another reseller, or another distributor and provided to a reseller to fulfill are not eligible for the Deal Registration Incentive.

Orders placed through adobe.com are not eligible for deal registration.

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 or to receive a higher payout.

Reseller will have thirty (30) days from the date that a qualifying order is booked to submit a rebate claim for the corresponding opportunity. Rebates not claimed within this period will be forfeit.

Opportunities are valid for one hundred eighty (180) days from the date of approval. An additional 60-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 60 days.

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

An opportunity approved as a TLP, CLP, EA, or VIP opportunity may be claimed as long as it closes through any one of these buying programs. For example, an opportunity approved as a TLP opportunity may be claimed if it closes through TLP, CLP, EA, or VIP. However, an opportunity approved under one of these buying programs may not be claimed if it closes as an FLP or ETLA deal, unless Adobe changes the buying program. See *ETLAs (Adobe-led)*.

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.

In the event that 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 that 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 the reseller 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.
- The application is accepted after the expiration or termination of the reseller agreement with Adobe and any of its addenda.
- The reseller is in material breach of their reseller agreement with Adobe or any of its addenda.
- The customer has notified Adobe in writing that the reseller is unwilling or unable to adequately support the opportunity and no longer desires to work with the reseller.
- The reseller has notified Adobe in writing that they are unable or unwilling to support the customer opportunity, yet has not voluntarily cancelled their registration.
- It comes to Adobe's attention that the reseller has failed to actively promote Adobe within the opportunity.

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

## Platinum Reseller financial incentive summary

Financial Incentive	Eligibility	Criteria	Attainment method	Payout
Quarterly rebate	Platinum	Revenue, unit, and/or renewal-based target(s) determined by Adobe on a quarterly basis.	Payout tiers provided via quarterly rebate letters.	One or more Qualifying Revenue types (see Definitions). Variable payout rates.*
Dedicated headcount	Platinum	Dedicated headcount must be on staff for the entire Adobe quarter (see exception below) to be eligible for reimbursement.	Headcount may be provided at Adobe's sole discretion.	Payout rates will be provided in your quarterly rebate letter.
Marketing funds	Platinum	Qualified and approved marketing activities. Reimbursed after proof of activity.	No set amount. Awarded at Adobe's discretion.	Variable. Awarded at Adobe's discretion.

### Quarterly incentives (rebate)

Platinum Resellers will be eligible to participate in one or more of the following quarterly incentives. Available incentives, including specific targets, payout bases, and payout rates for each incentive, will be provided to each reseller at the beginning of each Adobe fiscal quarter. Resellers that achieve their revenue target/s will be awarded a rebate.

How your rebate goals will be set		Qualifying revenue base against which your rebate will be paid
Financial Incentive	Criteria	Payout base
VIP New License Incentive	Sell-through Value and/or unit target(s) for VIP New Licenses.	VIP New License Qualifying Revenue
VIP Renewal Incentive	Eligible VIP Renewals on which the reseller is the Incumbent Reseller.	VIP Renewal Qualifying Revenue
Perpetual License Incentive	Sell-through Value and/or unit target(s) for Eligible Perpetual License Products	Perpetual License Qualifying Revenue
VIP Enterprise Incentive	All new license sales of Creative Cloud for enterprise and Document Cloud for enterprise sold through the VIP program only.	All new SKUs for Creative Cloud for enterprise and Document Cloud for enterprise sold through the VIP program only. New SKUs only. Renewal SKUs are not eligible.

See the *Definitions* section for complete Qualifying Revenue definitions.

### Government ETLA rebate

Adobe wishes to reward Platinum and Gold Resellers for their resale activities in connection with Enterprise Term License Agreement (ETLA) opportunities for Government customers only. Adobe will make available to Platinum Resellers and Gold Resellers certain financial incentives as further described below. These financial incentives are not available for Commercial or Education ETLA transactions.

Platinum and Gold Resellers are eligible to receive a 3% rebate on Government ETLA Qualifying Revenue for all Government ETLA transactions made through an Adobe Authorized Distributor only.

The 3% rebate applies only to the ETLA contract value paid during the first year. Second and third year ETLA payments will be subject to the terms of the then-current Government ETLA rebate, if any.

Government ETLA Qualifying Revenue is capped at \$500,000 USD per order.

### **Rebate performance payout**

At the end of each fiscal quarter, Adobe will calculate each Reseller's performance 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.

Any administrative fees associated with use of the Channel Return Exception Policy will be deducted from the Reseller rebate. The Channel Return Exception Policy is available on the Adobe Partner Connection Portal or from your Adobe Order Management representative.

Resellers must comply with the Non-Disclosure terms as defined in the Reseller Program Agreement. Specifically, Resellers must take the necessary precautions with any pre-release product information (including but not limited to Adobe marketing assets (specifically price lists, web banners, imagery, marketing copy, or other customer-facing marketing assets) provided by Adobe to prevent it from being shared with a customer verbally or in writing, or through any means, including posting content on a customer-facing website or portal, until such information is made public by Adobe. If a Reseller fails to meet this criteria, Adobe will reduce the total quarterly rebate payout rate by .1% for the quarter in which the non-compliance occurs. This section does not limit Adobe's other rights and remedies.

Upon the close of the quarter, the Adobe Account Manager will examine the revenue targets, revenue target achievement, any dedicated headcount staffing levels, and performance of each Reseller. In addition, the Adobe Account Manager will verify compliance with contractual obligations such as end-user sell-through data reporting. If a partner has achieved the targets specified and complied with all mandatory contractual obligations, the rebate will be paid. 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), the Reseller must ensure that it has received corresponding order documentation from the End User for the Software Products. If Adobe finds acceptable order documentation has not been received by the Reseller in advance of placing an order, then Adobe may (i) back out such transactions from Reseller's financial incentives (e.g., deal registration payout and rebate qualifying revenue), or (ii) debit any future payments to Reseller by any amount previously awarded due to such transactions.

Rebate payouts will expire, without exception, two (2) quarters from the first day of the quarter in which they are made available to the reseller, if valid reseller banking information is not on file with Adobe.

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 Performance Incentive terms. Such changes shall become effective from such time as determined by Adobe at the sole and reasonable discretion of Adobe.

### **Dedicated headcount**

In order to ensure adequate resources are in place to focus on supporting Adobe technologies and sales and marketing activities, Adobe has designed a model to provide resource funding for qualifying Platinum Resellers. Dedicated headcount may be provided at Adobe's sole discretion, based on criteria such as Qualifying Revenue, sales and marketing focus on the SMB market, call center capabilities, and ability to support Adobe's strategic business goals.

All dedicated headcount are to be engaged in active selling roles.

The dedicated headcount described above must be in place for the entire Adobe quarter (subject to reseller's policies on vacation, sick days, etc.) and be performing the mutually agreed upon job functions in order to be eligible for Adobe funding. For the first and last month of employment only, dedicated headcount must be in place for at least eight (8) weeks of the Adobe quarter to be eligible for Adobe funding. Resellers will receive funding only for actual resources in place, regardless of the maximum number provided by Adobe.

## Marketing funds

Platinum Resellers may be eligible for access to Adobe marketing funds. These are one-off marketing contributions, generally available for specific marketing activities and to drive end-user demand generation. The amount and purpose of these funds will be made available at the sole discretion of Adobe and will be subject to additional terms and conditions, which resellers must accept in order to receive marketing funds.

Adobe marketing personnel will inform qualifying Platinum Resellers, when applicable, of the availability of such marketing funds and of the conditions and selection criteria for their availability.

Marketing funds are made available for the sole purpose of actively planning and implementing marketing activities for Adobe products. All marketing activities, whether funded by Adobe or not, must be in accordance with Adobe's policies regarding advertising and trademark usage as established from time to time by Adobe and made available on the partner portal or otherwise as provided by Adobe to resellers.

All marketing activities shall be carried out in accordance with applicable laws and regulations, even if Adobe has approved such an activity with respect to Adobe funding, and resellers agree that Adobe is in no manner whatsoever responsible for rendering legal or financial consultation services to resellers.

Funds will expire, without exception, two (2) quarters from the first day of the quarter in which they are made available to the reseller, if not claimed. Funds that have not been claimed or have not been allocated for a specific activity 30 days prior to their expiration may be reclaimed by Adobe without further notice.

## Non-financial incentives

In addition to the financial incentives described above, resellers are eligible for non-financial benefits based on membership level.

## Specializations

Certified, Gold, and Platinum Resellers are also eligible to earn specializations in the Reseller Program. A specialization is defined as a specific set of skills and expertise in a particular discipline/vertical market and can be attained by meeting certain training and eligibility criteria that are different for each specialization. Adobe's current reseller specializations are as follows:

### Education

Addressing the education market is a critical priority for Adobe and we would like to identify and reward resellers who have a particular competency in the education market. The Education Specialization is a prerequisite to selling CLP and VIP-education and Education Enterprise Agreement (EEA).

Purchase of these products can only be made from an authorized Adobe distributor. Education products must be purchased from an authorized Adobe education distributor.

In order to qualify to for the Education Specialization, a reseller must meet the following criteria:

1. Current good standing as a Certified, Gold, or Platinum Reseller in the Reseller Program.
2. Have a history of positioning software strategies, solutions and products in the education market through promotional, marketing, and/or sales activities. Acceptable evidence includes a minimum of 3 of the following:
  - Education product catalog
  - Website promoting education pricing

- Evidence of sponsorship of education events or conferences
  - Membership of education supplier professional trade associations
  - Demonstrable ability to market and sell education products solely to eligible education entities
  - An education-focused sales team
  - Marketing materials demonstrating education product offerings
3. Employ at least the following number of Adobe Certified Sales Professional/s, Education. The Education Specialization sales training is available on the Adobe Channel Training Center at <http://www.adobechanneltraining.com>.
    - Certified Resellers: 1
    - Gold Resellers: 2
    - Platinum Resellers: 3
  4. Purchase education products exclusively through an authorized Adobe education distributor.
  5. Check that all customers seeking to purchase education products are eligible according to the latest Adobe guidelines.
  6. Obtain access to a database, catalog, or directory of eligible education organizations (generally made available by the education ministry or another official body).
  7. Maintain full electronic records of customer purchases of Adobe education products for a period of two years post-sale according to the latest Adobe guidelines.

Resellers who meet all the requirements above and who achieve the Education Specialization will be eligible for the following benefits:

- Eligibility to purchase CLP and VIP-education and EEA from an authorized Adobe distributor.
- Eligibility for education promotions, product bundles, or special offers.
- Access to education-specific marketing materials and content on the partner portal.

## Government

Addressing the government sector is a critical priority for Adobe and we would like to identify and resellers who have a particular competency in the government market. The Government Specialization is a prerequisite to selling CLP, EA, & VIP government licensing programs.

Purchase of Adobe's products using government licensing programs can be made from an authorized Adobe government distributor. Platinum Resellers also have the option to purchase government CLP, EA, or VIP directly from Adobe.

For federally-focused applications, resellers must work directly with the Adobe government channel team prior to submitting an application. Please contact [napm@adobe.com](mailto:napm@adobe.com) if you are a federally-focused reseller interested in the Government Specialization.

In order to qualify to for the Government Specialization, a reseller must meet the following criteria:

1. Current good standing as a Certified, Gold, or Platinum Reseller in the Reseller Program.
2. Have a history of positioning software strategies, solutions, and products in the government market through marketing-related activities and a demonstrated history of sales achievement in the government market segment. Acceptable evidence includes all of the following (unless otherwise noted):
  - Government product catalog (optional).
  - Website and marketing materials promoting government offerings, solutions and pricing.
  - Dedicated government contracting group or access to a specialty firm for government contracting.
  - Products/services on at least 3 government contract vehicles.
  - Customer references from three government customers.
  - At least four (4) dedicated sales representatives dedicated to the government sector (federal, state, local, and/or provincial governments).

3. Purchase CLP, EA, and VIP products made available by Adobe specifically for the government market either from an authorized Adobe government distributor or directly from Adobe (Platinum only).
4. Check that all customers seeking to purchase government products are eligible according to the latest Adobe guidelines.
5. Obtain access to a database, catalog, or directory of eligible government organizations.
6. Maintain full electronic records of reseller purchases of Adobe government products for a period of two years post-sale according to the latest Adobe guidelines.
7. Must not have been terminated for cause by any government agency or other manufacturer.
8. Must not be listed on DRPL/FCPA compliance databases.
9. Receive prior approval from the Adobe government channel team prior to applying. (Federally-focused resellers only).

It is also highly desirable that resellers wishing to become certified under the Government Specialization provide one or more certificates of courses completed in the areas of government contracting and government regulations when applying for the Government Specialization.

Resellers who meet all the requirements above and who achieve the Government Specialization will be eligible for the following benefits:

- Eligibility to purchase CLP, EA, and VIP government products from an authorized Adobe government distributor or directly from Adobe (Platinum only).
- Eligibility for government promotions, product bundles, or special offers.
- Access to government-specific marketing materials and content on the partner portal.

## Worldwide

Many Adobe customers have locations in multiple countries or regions, and wish to centralize their license purchases with a single reseller who can provide them with the services and support they need on a global basis. The Worldwide Specialization is a prerequisite to selling CLP, EA, & VIP to end user customers who are located outside of the reseller's home territory. (VIP may be sold only in countries authorized by Adobe. Reference the document "VIP Authorized Countries" available on the Adobe Partner Connection Portal at <http://www.adobe.com/partners>.)

The Worldwide Specialization is limited to qualifying Platinum Resellers only. To qualify to for the Worldwide Specialization, a reseller must meet all of the requirements published in the Worldwide Reseller Program Guide.

Resellers who meet all these requirements and who achieve the Worldwide Specialization will be eligible for the following benefits:

- Eligibility to purchase CLP, EA, and VIP products from the Worldwide CLP, EA, and VIP price lists for resale to Qualifying Global Customers only. These price lists provide the full list of SKUs for each available language and version of eligible Adobe products.

## Affinity Program

The Affinity Program provides eligible resellers with the opportunity to earn a referral fee for submitting qualified Creative Cloud for teams opportunities to Adobe. If the referral opportunity is approved by Adobe and results in a completed transaction between the customer and Adobe with one hundred eighty (180) days of approval, the reseller is eligible for a 15% affinity referral fee, as described below.



Program Details:

- Eligible Products: Creative Cloud for teams (complete or single app, full or partial subscriptions) and Creative Cloud for teams Pro Video edition
- Market Segments: Commercial and education only (Commercial only for Pro Video Edition)
- Target Customer: Customers with <1,000 employees
- Affinity Referral Fee: 15% of the initial order value.

Program Terms & Conditions:

- Eligible Resellers:
  - Registered Resellers in the Adobe Partner Connection Program are ineligible for this program.
  - Certified Resellers may submit leads for Creative Cloud for teams or Creative Cloud for teams Pro Video Edition.
  - Gold and Platinum Resellers may submit leads only for Creative Cloud for teams Pro Video Edition.
- Reseller must have current banking information on file with Adobe.
- All opportunities must be submitted for approval using Adobe's Sales Center, and are subject to review and acceptance by Adobe.
- Adobe will contact the customer directly to transact the subscription order. If the order is transacted within one hundred eighty (180) days of the date on which the opportunity was approved by Adobe, the reseller will be eligible for a 15% affinity referral fee.
- Affinity opportunities must be net new to Adobe at the time of submission. Net new is defined as an opportunity that is new to the Adobe sales pipeline and has not been submitted by another reseller.
- The affinity referral fee will be calculated based on 15% of the initial Creative Cloud order value.
- Subsequent add-on orders and renewals are not eligible for Affinity referral fees.
- Affinity referral fee payouts will be made approximately sixty (60) days after the month in which the qualifying order is transacted.
- Affinity referral fee 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.
- In the event that two opportunities are submitted and are later found to be the same deal, the affinity referral fee will be provided to the reseller who registered the first approved opportunity.
- In the event that a reseller either down-levels to Registered or up-levels to the Gold or Platinum level, the reseller will remain eligible to receive affinity referral fees only for opportunities approved before any such level change.
- The reseller's Sales Center account will be blocked if 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.

If you are interested in receiving more information about the Affinity Program, please contact the North America Program Management team at [napm@adobe.com](mailto:napm@adobe.com). An Adobe representative will contact you.

## Onboarding

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

For a new reseller applying at the Registered level, onboarding involves completing a short online enrollment process.

For an existing reseller wishing to apply to the Certified or Gold membership level or add a specialization, onboarding involves completing an online code of conduct training and submitting an additional online

application. This application may include compliance-related questions and additional questions to help Adobe evaluate whether the reseller meets the criteria required for the new membership level or specialization. Adobe will use this questionnaire as well as other performance metrics to determine whether the reseller meets the criteria to be accepted to the new membership level or specialization.

For Platinum Resellers, much of the onboarding process is conducted offline in partnership with an Adobe account manager. Platinum Resellers must also complete compliance training and participate in Adobe's global vetting and onboarding process for channel partners who wish to be considered direct business partners with Adobe. This additional onboarding consists of more in-depth due diligence processes, e.g. those related to the U.S. Foreign Corrupt Practices Act ("FCPA").

For resellers upleveling to the Platinum level, all benefits associated with the new level will apply beginning on the first day of the Adobe fiscal quarter after the reseller's uplevel request has been approved by Adobe.

Participation in the enrollment process does not guarantee acceptance to the Adobe Partner Connection Program or approval of any specialization application. Without prejudice to Adobe's right to reject any potential reseller 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 Reseller:**

This process is followed for new and uplevel requests, and for resellers applying to add a specialization.

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

**Onboarding steps for a Platinum Reseller:**

1. Reseller completes offline compliance questionnaire.
2. Adobe conducts due diligence compliance onboarding process.
3. Adobe evaluates reseller's application and confirms acceptance or denial. Adobe's evaluation includes review of the reseller's compliance questionnaire and confirmation that the reseller 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 Reseller, success against previous performance criteria, and any other requirements.
4. Adobe conducts credit evaluation and establishes credit line.
5. Reseller and Adobe execute hardcopy program agreement.
6. Reseller and Adobe meet to discuss objectives and strategies for the upcoming quarter/s.

For Platinum Resellers, all of the above steps must be completed for each subsequent annual renewal.

## Ongoing performance evaluation

On a quarterly basis, Platinum Resellers will meet with their Adobe account managers for a joint discussion of reseller performance against objectives and to discuss objectives and strategies for the upcoming quarter. This quarterly review 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. These quarterly reviews are an opportunity for resellers to get a preview of Adobe's strategy for the upcoming quarters and to align sales and business objectives accordingly.

## Down-leveling

Adobe reserves the right to conduct an evaluation of a reseller's program level at any point in time. A formal evaluation will take place on an annual basis. In the event Adobe determines that a reseller no longer qualifies for their current program level, Adobe may assign the reseller a new level based on their current qualifications. In such an event, Adobe will notify the reseller of its change in program level.

Down-leveling will also result in a reseller's benefits being adjusted to those appropriate to the new level.

**Certified Resellers** - Certified Resellers being down-leveled to Registered will lose access to all Adobe pricing and licensing programs applicable to the Certified level and any specializations they may have attained.

All other benefits of the Registered level will remain in full effect.

**Gold Resellers** - Gold Resellers being down-leveled to the Registered level will lose the ability to submit new opportunities to the Deal Registration Incentive effective immediately. Resellers will have 60 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 Resellers** - Platinum Resellers being down-leveled to the Gold level will not be eligible for quarterly rebate in future quarters. If a Platinum Reseller is down-leveled during an Adobe quarter, quarterly rebate will be paid at the end of the period if objectives are met per the terms of the Revenue Performance Incentive. Platinum Resellers being down-leveled to the Gold level will not be eligible for new marketing funds after are down-leveled; however, they will have 90 days to work with Adobe channel marketing to complete any marketing activities that were submitted and approved by Adobe prior to the reseller being down-leveled. They will not be able to submit any new marketing proposals, and any unclaimed funds at the end of the 90-day period will be forfeited. Platinum Resellers being down-leveled to the Gold level will lose access to dedicated headcount effective on the first day of the following quarter, or as notified by Adobe.

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 reseller. Adobe may terminate a reseller's membership in the program or any benefit provided by the program at any time without cause upon 14 days' notice to the reseller (for Registered, Certified, and Gold Resellers) or 30 days' notice (for Platinum Resellers.)

## Definitions

### Qualifying Revenue definitions

**VIP New Licenses** are defined as all new license SKUs sold through the VIP program only. All products available on the VIP 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 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 Agreement or without an Affiliate with a prior VIP Agreement. 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.

**VIP New License 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, of purchases effected by Reseller ("sell-through value") either directly from Adobe (in the case of Platinum Resellers) or from an Adobe Authorized Distributor, of all VIP New Licenses.

Full and partial-year subscriptions in all vertical markets for which you are authorized are eligible. Only new licenses are eligible. Licenses must be invoiced by the end of the quarter to be eligible. Licenses that are deployed but not invoiced by the end of the quarter are not eligible. Only licenses deployed in North America (US and Canada) are eligible.

Additionally, the following revenue is specifically excluded from VIP New License Qualifying Revenue: Renewal revenue, non-product revenue (rebates, revenue share, referral fees, etc.), OEM, EA Maintenance & Support, shrinkwrap, TLP, CLP (excluding CCDA for government), EA, EEA, ETLA, and non-VIP enterprise product revenue (including but not limited to DPS, LiveCycle, Connect, Adobe Marketing Cloud, and Adobe Site Catalyst). For resellers holding the Worldwide Specialization, revenue booked outside of the reseller's home region is excluded from New VIP License Qualifying Revenue. Sell-through value is adjusted for shippable backlog. New VIP License Qualifying Revenue is capped at \$500,000 USD per deal.

**Eligible VIP Renewals** are defined as all VIP renewal SKUs for all products available on the VIP price lists, for transactions on which the reseller is the Incumbent Reseller. Renewals in all vertical markets for which you are authorized are eligible. Only renewals for licenses deployed in North America (US and Canada) are eligible.

The VIP Renewal Incentive will be paid for Eligible VIP Renewals under VIP agreements whose 60-day renewal window (Anniversary Date +/- 30 days) ends during that quarter, even if such renewals are invoiced by Adobe in a different quarter.

**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.

**VIP Renewal 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, of purchases effected by Reseller ("sell-through value") either directly from Adobe (in the case of Platinum Resellers) or from an Adobe Authorized Distributor, of all Eligible VIP Renewals.

Additionally, the following revenue is specifically excluded from VIP Renewal Qualifying Revenue: New VIP licenses, 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, and Adobe Site Catalyst). For resellers holding the Worldwide Specialization, revenue booked outside of the reseller's home region is excluded from VIP Renewal Qualifying Revenue. Sell-through value is adjusted for shippable backlog. VIP Renewal Qualifying Revenue is capped at \$500,000 USD per deal.

**Eligible Perpetual License Products** include all Adobe desktop products available through the TLP and CLP buying programs only, excluding all Creative Professional products and CCDA for government through CLP. Licenses in all vertical markets for which you are authorized are eligible.

**Perpetual License 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, of purchases effected by Reseller ("sell-through value") either directly from Adobe (in the case of Platinum Resellers) or from an Adobe Authorized Distributor, for licensing of Eligible Perpetual License Products.

Perpetual License Qualifying Revenue includes upgrade plan that is sold through to end users. The following revenue is specifically excluded from Perpetual License Qualifying Revenue: VIP, any other subscription-based revenue, non-product revenue (rebates, revenue share, referral fees, etc.), OEM, EA Maintenance & Support, shrinkwrap, ETLA, FLP (excluding Adobe Sign), enterprise product revenue (including but not limited to DPS, LiveCycle, Connect, Adobe Marketing Cloud, and Adobe Site Catalyst). For resellers holding the Worldwide Specialization, revenue booked outside of the reseller's home region is excluded from Perpetual License Qualifying Revenue. Sell-through value is adjusted for shippable backlog. Perpetual License Qualifying Revenue is capped at \$500,000 USD per deal.

**Eligible Print & Publishing and Consumer Products** include the following Adobe products: All Adobe desktop products excluding Creative Professional products, Acrobat products, Document Cloud products, and Adobe Sign.

**Government ETLA Qualifying Revenue** is defined unless otherwise stated herein or in any supplementary documentation provided to the partner, as the value to Adobe of purchases transacted by the partner ("sell-through value") from an Adobe Authorized Distributor, for Government ETLA transactions for Adobe Desktop Products only. Only revenue from transactions in the government market segment is eligible. Revenue from transactions in the commercial and education market segments is specifically excluded from Government ETLA Qualifying Revenue. Revenue from Adobe volume licensing programs for APC channel partners (TLP, CLP, EA, EEA, and VIP), ETLAs transacted directly with Adobe via an LSFA or LSTA agreement, non-product revenue (rebates, revenue share, referral fees, etc.), OEM revenue, EA Maintenance & Support, and enterprise product revenue (including but not limited to DPS, LiveCycle, Connect, Adobe Marketing Cloud, and Adobe Site Catalyst) is specifically excluded from Government ETLA Qualifying Revenue. Government ETLA Qualifying Revenue is capped at \$500,000 USD per order.

**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, of purchases effected by Reseller ("sell-through value") either directly from Adobe (in the case of Platinum Resellers) or from an Adobe Authorized Distributor, for shrinkwrap and licensing. Shrinkwrap includes traditional boxed product, where available, and digital formats of Adobe Desktop Products delivered via point-of-sale-activated (POSA) boxes, POSA cards, and electronic software delivery (ESD). Licensing includes all Adobe Desktop Products sold through the VIP, TLP, CLP, EA, EEA, and ETLA programs. Total Qualifying Revenue includes upgrade plan that is sold through to end users.

The following revenue is specifically excluded from Total Qualifying Revenue: non-product revenue (rebates, revenue share, referral fees, etc.), OEM, EA Maintenance & Support, shrinkwrap, FLP (excluding Adobe Sign), and enterprise product revenue (including but not limited to DPS, LiveCycle, Connect, Adobe Marketing Cloud, and Adobe Site Catalyst). For resellers holding the Worldwide Specialization, revenue booked outside of the reseller's home region is excluded from Total Qualifying Revenue. Sell-through value is adjusted for shippable backlog. Total Qualifying Revenue is capped at \$500,000 USD per deal.

## Other definitions

**Authorized 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.

**Dedicated Personnel** means a partner's employees who devote 100% of their time to the sales, support and/or marketing of Adobe Products.

**Designated Personnel** means a partner's employees who devote at least 25% of their time to the sales, support and/or marketing of Adobe Products.

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

**Qualifying Global Customer** is defined as a commercial customer having locations in three (3) or more different countries, regardless of region. Linked affiliate locations may count toward the three-country minimum. Education and government customers are specifically excluded.

**Software Products** may include licensed Adobe proprietary products or services.

**Value Incentive Plan (VIP)** is a membership-based program that allows customers to download and deploy available Adobe products under a subscription-type purchasing plan, as described in the "VIP Program Guide" available on Adobe's Buying Programs website located at

<http://adobeinteractiveguide.adobe.com/#/en-us/buying-programs> (or successor site thereto) which may be updated by Adobe from time to time. VIP may be sold only in countries authorized by Adobe. Reference the document "VIP Authorized Countries" available on the Adobe Partner Connection Portal at <http://www.adobe.com/partners>.

## Conclusion

In conclusion, Adobe believes that our success as a company hinges upon the success of our partners. By driving toward 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
1.1	n/a	June 4, 2012 (APC launch)
2.0	October 1, 2012	November 5, 2012
2.1	December 11, 2012	January 11, 2013
2.2	April 1, 2013	May 1, 2013
2.3	May 3, 2013	June 3, 2013
2.3.1	June 27, 2013	n/a (typo corrections)
2.4	July 31, 2013	August 31, 2013
2.5	October 31, 2013	November 30, 2013
2.6	February 3, 2014	March 1, 2014
2.6.1	February 18, 2014	n/a (removal of AVL training)
2.6.2	March 5, 2014	n/a (typo corrections)
3.0	April 4, 2014	May 31, 2014
3.1	July 10, 2014	July 14, 2014
3.2	August 1, 2014	August 30, 2014
3.3	November 1, 2014	December 1, 2014
4.0	January 26, 2015	February 28, 2015
4.0.1	February 11, 2015	February 28, 2015 (typo corrections)
4.0.2	February 20, 2015	February 28, 2015 (minor clarifications)
4.0.3	February 25, 2015	February 28, 2015 (minor clarifications)
4.1	April 30, 2015	May 30, 2015
4.2	July 29, 2015	August 29, 2015
4.2.1	November 5, 2015	November 5, 2015 (minor clarifications)
5.0	January 28, 2016	March 5, 2016
5.1	May 17, 2016	June 17, 2016
5.2	June 22, 2016	July 22, 2016
5.2.1	September 28, 2016	September 28, 2016 (minor updates)
5.3	November 3, 2016	December 3, 2016
5.4	January 31, 2017	March 4, 2017
5.4.1	April 5, 2017	May 5, 2017
5.4.2	September 15, 2017	October 15, 2017

