



Adobe

# Adobe Partner Connection



## Reseller Program Guide North America



# Adobe® Partner Connection Reseller Program

## North America Program Guide

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# 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 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.

#### 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)     |                  |

*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 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) 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 training and other personnel. Both the Gold and Platinum levels also require a minimum revenue threshold and VIP 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 or 250 annual Acrobat 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 VIP SKUs. All market segments, new and renewal, full and partial subscriptions. For Creative Cloud, complete and single app, named user and device-based.

### Pricing and buying program summary

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

|  | Shrink C | TLP C | TLP G | TLP E* | CLP & VIP C | CLP & VIP G, CCDA | CLP E & VIP E | CLP & 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)
- VIP = Value Incentive Plan
- 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 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 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 or Acrobat VIP 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                 | Eligibility to participate in the Deal Registration Incentive and receive incentives for qualifying deal submissions                  |
| Meet minimum 250 annual Creative Cloud units or 250 annual Acrobat units sold through the VIP program only*                                       | Eligibility to receive not-for-resale (NFR) copies of select software according to applicable Adobe policy at Adobe's sole discretion |
| Transact a minimum of one (1) VIP sale in each of the preceding four (4) quarters.  | Eligibility to participate in joint product launches, promotions, or campaigns as invited by Adobe                                    |
| Complete the Adobe Business Partner Code of Conduct training. (Minimum of one representative who holds responsibility for overseeing compliance.) | 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 VIP SKUs. All market segments, new and renewal, full and partial subscriptions. For Creative Cloud, 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 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 one of the following:<br>1) Minimum \$15M annual Total Qualifying Revenue threshold AND 10,000 annual Creative Cloud units sold through the VIP program only* OR<br>2) Minimum 500,000 Creative Cloud for education 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 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.

\*\* Education only, 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, unit, and/or renewal 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   |            | Through Authorized Distributors only | ✓    | ✓                     |
| Quarterly Rebates   |            |                                      |      | ✓                     |
| Dedicated Headcount |            |                                      |      | At Adobe's discretion |
| Marketing Funds     |            |                                      |      | At Adobe's discretion |

## Deal Registration Incentive

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.

### Certified Resellers

The Deal Registration Incentive is available for Certified Resellers for commercial and government opportunities only. The Deal Registration Incentive for Certified Resellers is administered through Adobe Authorized Distributors. Contact your 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

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   |
|------------------|---|--------------------------|--|---|
|                  | Through Adobe (Gold & Platinum)   | Through your Distributor |  |   |
| VIP              | Document Cloud<br>VIP products only<br>(including Adobe Sign): 30% reward | Contact your Distributor | 10+ unit deal.<br><b>All VIP products excluding Creative Professional products</b><br>Full year or any partial year pro-rated duration. Multi year purchases are paid out on only the first 12 months. New subscriptions only; renewals are not eligible. All SKUs sold through the VIP program only, excluding Creative Professional SKUs. Available in all vertical markets. | Available in all countries except those specifically prohibited by Adobe. See the "Definitions" section of this document.   |
|                  | All other VIP products: 10% reward  | Contact your Distributor |  |   |
| VIP              | 5% on qualifying VIP renewal opportunities                                | Contact your Distributor | At-risk VIP renewal opportunities identified by Adobe based on the VIP Member's expected renewal rate. See additional details below.   | <b>Through Adobe:</b> Platinum Resellers only, commercial, government, and education opportunities (excluding K-12).<br><b>Through your Distributor:</b> Commercial opportunities only. |

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, or other term-based license, or Adobe is not already engaged). 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. Opportunities that are the result of switching buying programs, e.g. ETLA > VIP, are not eligible for deal registration. For VIP multi-year commit deals, only the value of the first 12 months is eligible for deal registration payout.

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, and Connect 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**

For Platinum Resellers that purchase directly from Adobe, Qualifying Revenue for Deal Registration Incentive calculations is based on net-to-Adobe revenue. For opportunities submitted directly to the Adobe Deal Registration Incentive, but purchased through an Authorized Adobe Distributor, Qualifying Revenue is based on the Adobe Estimated Street Price ("List Price"). For opportunities submitted through an Authorized Distributor, contact your Distributor for all payout details. Unless otherwise indicated, all payout rates provided in this Program Guide apply only to opportunities submitted directly to Adobe by a reseller.

### **Order eligibility**

Unless otherwise noted, VIP renewals are not eligible for deal registration.

All opportunities are capped at \$500,000 USD of eligible products.

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.

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).

### **VIP Renewal deal registration**

Qualifying at-risk VIP renewal opportunities are identified by Adobe based on the VIP Member's expected renewal rate. Each eligible Platinum Reseller will receive a quarterly list from Adobe with their eligible opportunities. Only opportunities on the list provided by Adobe are eligible for this incentive. To be eligible for deal registration payout, the net-to-Adobe renewal must be at least 100% of the Member's Renewal Opportunity. The Member's Renewal Opportunity is the net-to-Adobe renewal value of all of the Member's existing licensing when the Member's VIP renewal order is placed. The net-to-Adobe renewal value may be represented by any of the following:

1. Renewing 100% of the Member's existing licenses.
2. Expanding the number of licenses.
  - Adding licenses of an existing eligible product. (See Terms and Conditions for eligible products.)
  - Adding a new eligible product such as Adobe Stock or Adobe Sign.
3. Upselling to an eligible product with a higher price point (such as Creative Cloud for teams > Creative Cloud for enterprise or Creative Cloud Single App > All Apps).

When submitting a VIP renewal opportunity to the Deal Registration Incentive, include all of the following information:

1. Select Licensing Program: VIP and Licensing Program Type: Existing.
2. Enter the eligible VIP Agreement Number in the VIP/EA/CLP Agreement Number field.
3. Include "VIP Renewal" in the opportunity name.

If the opportunity is approved and all terms and conditions are met, the entire opportunity will be eligible for the 5% Deal Registration payout.

#### **VIP Renewal Terms and Conditions**

- Eligible products include all SKUs ordered through VIP only, with the exception of K-12 SKUs.
- Commercial, government, and Higher Ed only. K-12 opportunities are ineligible.
- At-risk renewal opportunities identified by Adobe only.
- Minimum threshold of 10 renewal licenses (i.e. 10 licenses were included in last year's order that will be renewed this year).
- Minimum of 100% of the net-to-Adobe value of Member's Renewal Opportunity.
- Availability:
  - **Through Adobe:** Platinum Resellers only, commercial, government, and education opportunities (excluding K-12).
  - **Through your Distributor:** Commercial opportunities only.
- Available to the Incumbent Reseller only.
- The 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 opportunities must be under VIP agreements whose 60-day renewal window (Anniversary Date +/- 30 days) ends in the specified quarter, i.e. the cancellation date is in the specified quarter.
- TLP, CLP, FLP, and ETLA opportunities are ineligible.
- New opportunities without a qualifying renewal are ineligible.
- Renewal opportunities not on the list provided by Adobe are ineligible.

#### **Government ETLA deal registration**

Adobe also wishes to reward resellers 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. See "Products eligible for deal registration" for eligible products.

First-year ETLA opportunities may not be submitted to the Deal Registration Incentive. However, if a reseller registers a qualifying TLP, CLP, or VIP opportunity, Adobe may, at its sole discretion, change it to an ETLA opportunity. In such cases, the reseller is eligible for a 10% "sourcing only" rebate on the first year invoiced amount only, up to a maximum \$125,000 USD payout. A reseller 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. True-up and add-on orders are not eligible for deal registration.

#### **Government ETLA CLM rebate**

Second and third-year ETLA opportunities are eligible for a CLM (Customer Lifecycle Management) rebate only if the reseller meets all of the CLM objectives listed below for the preceding year. Only the ETLA Incumbent Reseller is eligible for this rebate. The reseller must submit a CLM worksheet demonstrating that all objectives have been met. If the reseller is the ETLA Incumbent Reseller and meets all of the objectives, the reseller will be eligible for a 3% CLM

rebate on the second or third year invoiced amount only, up to a maximum \$125,000 USD payout. Opportunities must be registered as a Licensing Program: ETLA – 2nd/3rd Year and must include CLM in the opportunity name.

The payout rate will be determined based on the annual invoiced amount as follows:

| Annual Invoiced Amount in USD | Payout Rate    |
|-------------------------------|----------------|
| <\$500K                       | 3%             |
| \$500K - \$3M                 | 2%             |
| >\$3M - \$12.5M               | 1%             |
| >\$12.5M                      | Flat \$125,000 |

See below for the CLM objectives required for the Government ELTA CLM rebate in years 2 and 3.

| CLM Objectives for <\$100K* transactions  | CLM Objectives for >\$100K* transactions   |
|---|--|
| Annual engagement with the customer. Reseller must coordinate with the Adobe Account Manager in advance to ensure that the reseller has the most current product offering information to provide to the customer. | Quarterly engagement with the customer. Reseller must coordinate with the Adobe Account Manager in advance to ensure that the reseller has the most current product offering information to provide to the customer. |
| At least one (1) customer event per year (such as a call blitz, Webinar, Adobe day, onsite training, etc.)  | At least one (1) customer event per year (such as a call blitz, Webinar, Adobe day, onsite training, etc.)   |
| Provide renewal quotes to the customer 60 and 30 days in advance of the annual anniversary date.  | Provide renewal quotes to the customer 60 and 30 days in advance of the annual anniversary date.   |
| Submit purchase order to Adobe no later than the annual anniversary date.   | Submit purchase order to Adobe no later than the annual anniversary date.  |

\*Annual invoiced amount

Deal registration on a fourth year or ETLA renewal transaction (the first year transaction of new ETLA agreement for an existing ETLA customer) is limited to the ETLA Incumbent Reseller, only if the ETLA Incumbent Reseller has met all CLM objectives for all prior years of the immediately preceding ETLA agreement for that customer. If not, then any reseller may register the opportunity. The terms and payout rates for a first year Government ETLA opportunity apply.

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. Only resellers with the Government Specialization are eligible for deal registration rebates for Government ETLAs.

**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 Document Cloud subscription SKUs available through VIP only. Any combination of Document Cloud (including Adobe Sign) subscription SKUs may be used to meet the VIP minimum unit threshold.

**Deal Registration Incentive General Terms & Conditions\***

- All orders must be placed at least one day after the submit date on the opportunity.
- All orders must be placed at least one day 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 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, and if the opportunity is found by Adobe to be still viable within the next 30 days.
- 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.

\*Note: All of the above terms and conditions refer to the dates on which Adobe receives the opportunity submission, order, or claim. If a reseller submits an opportunity through an Authorized Distributor, the terms and conditions refer to the dates on which the Distributor takes these actions.

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.

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.

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/periodic incentives (rebate)

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 your rebate goals will be set |   | Qualifying revenue base against which your rebate will be paid  |
|-----------------------------------|---|---|
| Financial Incentive               | Criteria  | Payout base   |
| VIP Incentive                     | Target(s) will be set based on Eligible VIP Renewals and VIP New Licenses for the specified quarter(s).   | VIP Incentive Qualifying Revenue (Eligible VIP Renewals and VIP New Licenses)                               |
| VIP Renewal Stretch Rebate        | VIP Renewal Stretch Rebate target will be based on Eligible VIP Renewals for the specified quarter(s).  | Payout based on Eligible VIP Renewals only.   |
| Document Cloud Stretch Rebate     | Document Cloud Stretch Rebate target will be a stretch target based on the Document Cloud portion of the VIP Incentive target for the specified quarter(s). | Payout based on the Document Cloud portion of VIP Incentive Qualifying Revenue only (including Adobe Sign.) |

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

### VIP Incentive payout details

The following table defines when various transactions will count toward your VIP Incentive 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 transaction will count toward the following 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.                          | Cancellation quarter<br>Note that this may be in the following quarter. |
| Expansion units   | New VIP units added to an existing VIP agreement during the renewal window.                 | Cancellation quarter<br>Note that this may be in the following quarter. |

### 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 Exception Return Policy will be deducted from the Reseller rebate. The Exception Return 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, Adobe 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.

### **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.

### **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.

Purchase of all Adobe products, including education products, can be made only from an authorized Adobe 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 <https://captureprime.adobe.com/adobe-channeltraining>.
  - 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 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 & 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 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. Maintain sales of a minimum of fifteen (15) licenses in any one Buying Program (TLP, CLP, or VIP) during the preceding twelve (12) month period.
3. 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).
4. Purchase CLP 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).
5. Check that all customers seeking to purchase government products are eligible according to the latest Adobe guidelines.
6. Obtain access to a database, catalog, or directory of eligible government organizations.
7. 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.
8. Must not have been terminated for cause by any government agency or other manufacturer.
9. Must not be listed on DRPL/FCPA compliance databases.
10. 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 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 & 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 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 and VIP products from the Worldwide CLP 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.

## 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 buying 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 Certified 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 in the quarterly rebate letter. Platinum Resellers being down-leveled to the Gold level will lose access to any 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

**Add-on VIP Licenses** means new VIP licenses added to an existing VIP agreement 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.

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

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

**Renewals** means VIP renewal licenses on existing VIP agreements during the Renewal Window.

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

**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, of all Eligible VIP Renewals and all VIP New Licenses. Includes LGA.

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 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 price lists are eligible. CCDA for government via CLP is also eligible. 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.

**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 VIP 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 price lists in all vertical markets for which you are authorized are eligible, so long as such licenses are deployed in North America (US and Canada). Only VIP Renewals on which you are the Incumbent Reseller are eligible for the VIP Incentive.

**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.

**ETLA Incumbent Reseller** is defined as the reseller of record on the first year transaction of an ETLA agreement. The customer must place their second and third year orders through the same reseller, and the ETLA agreement number must be the same as the ETLA agreement number of the first year transaction.

**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 Eligible Print & Publishing and Consumer 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, and VIP,) ETLAs transacted directly with Adobe via an LSFA or LSTA agreement, non-product revenue (rebates, revenue share, referral fees, etc.,) OEM revenue, and enterprise product revenue (including but not limited to LiveCycle, Connect, Adobe Marketing Cloud, Adobe Experience 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, 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 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, and FLP programs, excluding ETLA. 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, shrinkwrap, ETLA, and 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 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                        |
| 5.5   | January 31, 2018   | March 3, 2018                           |
| 5.5.1 | March 21, 2018     | March 21, 2018 (minor updates)          |
| 5.5.2 | May 2, 2018        | June 2 2018                             |
| 5.5.3 | October 11, 2018   | October 11, 2018 (minor updates)        |
| 5.6   | February 1, 2019   | March 2, 2019                           |
| 5.6.1 | April 12, 2019     | April 12, 2019 (minor updates)          |
| 5.7   | January 29, 2020   | February 29, 2020                       |
| 5.7.1 | February 4, 2020   | February 29, 2020 (minor updates)       |

