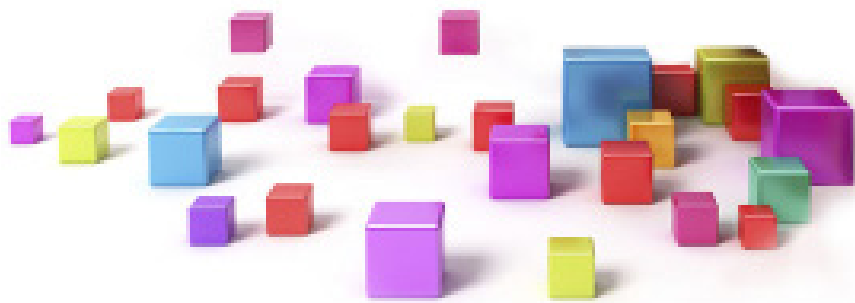




Adobe

Adobe Partner Connection



Reseller Program Guide EMEA



Adobe® Partner Connection Reseller Program

EMEA Program Guide

v6.6.1

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Adobe Partner Connection Portal

German: www.adobe.com/de/partners
 Spanish: www.adobe.com/es/partners
 French: www.adobe.com/fr/partners
 English: www.adobe.com/uk/partners
 Italian: www.adobe.com/it/partners

Adobe® Partner Connection Reseller Program

EMEA Program Guide

Overview of Adobe Partner Connection Program

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

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

We believe that together with our partners, we can achieve these goals. We are committed to rewarding partners 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 recognise 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 two unique programs designed for the following partner types: Distributor and Reseller. In addition, when a partner focuses on a specific vertical market such as education the Partner Connection Program will treat this attribute differently and reward for unique areas of focus or specialisation.

Programs and examples of partner types

| Distributor Program | Reseller Program | Retail Program |
|-----------------------------------|-------------------------------------|------------------|
| General Distributors | Small, medium, and large resellers; | Retail Stores |
| Specialised vertical Distributors | Registered Resellers | Online Retailers |
| Multi-Group Distributors | Certified Resellers | |
| | Gold Resellers | |
| | Platinum Resellers | |
| | Multi-Group Resellers | |

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. The changes or revisions described in this section will become effective on the date (or after the period) specified in the notice and will be deemed to modify and/or supplement the terms of this Program Guide as of such effective date. 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 Europe, the Middle East and Africa.

Participation in the Reseller Program is subject to compliance with the requirements for participation for each applicable partner level as detailed below and 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 to 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 five different levels of engagement with Adobe: Registered, Certified, Gold, Platinum and Multi-Group. 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, plus the additional requirements of the gold level, 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.

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 Business Manager, Platinum Resellers are eligible for performance incentives in the form of quarterly rebates. Platinum Resellers may be eligible for marketing funding. Adobe will inform a qualifying Platinum Reseller, where applicable, of the availability of such marketing funds and of the conditions and selection criteria for their availability.

Multi-Group - Multi-Group - The Multi-Group level is specifically targeted at Resellers that have multiple subsidiaries, at various Reseller Program levels, located within Europe. Multi-Group Resellers must meet the requirements according to the Reseller Program level they are eligible for plus; the additional requirements of the Multi-Group level. In addition to the benefits available under each Reseller Program level, Multi-Group Resellers will have an assigned Adobe Business Manager that oversees and manages across the entire Reseller Group.

Multi-Group Platinum Resellers are eligible for performance incentives in the form of quarterly rebates. One (1) Multi-Group Platinum Reseller subsidiary, as decided by Reseller Group, will receive the Multi-Group Platinum Resellers aggregated Quarterly Performance Goals, which will be defined based on the Multi-Group Platinum Reseller qualifying revenue within territory. Rebates will be paid out based on the Multi-Group Platinum Resellers overall

attainment against the aggregated Quarterly Performance Goals, and rebates earned will be split according to the percentage share of revenue booked by each Multi-Group Platinum Reseller. Resellers that meet the requirements for the Multi-Group Reseller level will automatically qualify

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.

Requirement summary

Gold, Platinum and Multi-Group Reseller program levels require a minimum Annual Qualifying Revenue threshold to be met to enter, or maintain status at that level. The Platinum and Multi-Group Reseller Program levels also have minimum personnel requirements as further described in the “Reseller Program level details” section within this program guide.

The Annual Qualifying Revenue thresholds will be calculated based on the last four (4) completed Adobe fiscal quarters qualifying revenue (defined below), and according to the applicable country tier where reseller is located.

For the full list of countries by tier refer to the “Other definitions” section within this program guide.

| Reseller level | Annual Requirements | Personnel Requirements |
|----------------|---|---|
| Registered | N/A | N/A |
| Certified | N/A | N/A |
| Gold | <p>Tier 1 countries: Creative, Acrobat, Print & Publishing and Elements Commercial & Government revenue: \$475K Combined Education Revenue: \$180K & min 10 transactions p/a</p> <p>Tier 2 countries: Creative, Acrobat, Print & Publishing and Elements Commercial & Government revenue: \$400K Combined Education Revenue: \$90K & min 10 transactions p/a</p> <p>Tier 3 countries: Creative, Acrobat, Print & Publishing and Elements Commercial & Government revenue: \$230K Combined Education Revenue: \$75K & min 10 transactions p/a</p> | N/A |
| Platinum | <p>Tier 1 countries: Creative, Acrobat, Print & Publishing and Elements Commercial & Government revenue: \$1,9M Combined Education Revenue: \$750K & min 20 transactions p/a</p> <p>Tier 2 countries: Creative, Acrobat, Print & Publishing and Elements Commercial & Government revenue: \$1,6M Combined Education Revenue: \$500K & min 20 transactions p/a</p> <p>Tier 3 countries: Creative, Acrobat, Print & Publishing and Elements Commercial & Government revenue: \$1,1M Combined Education Revenue: \$400K & min 20 transactions p/a</p> | <p>Appoint an Adobe Product Line Manager (“Dedicated Personnel” in Tier 1 countries. “Shared Personnel” in Tier 2 and 3 countries).</p> <p>See the “Other definitions” section within this guide for more information.</p> <p>Platinum Reseller must appoint a Designated Named Resource to drive retention, renewals & deployment - Must be different person to the Adobe Product Line Manager</p> |
| Multi-Group | <p>Creative, Acrobat, Print & Publishing and Elements revenue Commercial, Government & Education</p> <p>* Annual Qualifying Revenue: 15M</p> <p>Multi-Group Resellers must have a minimum of two (2) Platinum Reseller subsidiaries within EMEA.</p> | <p>All of the above plus;</p> <p>Designated Multi-Group Executive contact to oversee the Adobe and Partner relationship at Regional level</p> |

* Annual Qualifying Revenues will be calculated based on the last four (4) completed Adobe fiscal quarters qualifying revenue. See the “Definitions” section within this program guide for list of eligible products.

Pricing and licensing program summary

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

| | 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 Specialisations) | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | |
| Certified + with Education Specialisation | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | |
| Platinum with Worldwide Specialisation | ✓ | ✓ | ✓ | ✓ | ✓ | | | ✓ |

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.

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.

Exclusion of Adobe-led sales

Unless otherwise noted, Adobe-led sales fulfilled under a master Limited Scope Fulfillment Agreement (LSFA) or Limited Scope Transaction Agreement (LSTA) are not included in APC, and thus such transactions are excluded from all APC financial Incentives, requirements for program level attainment, access to pricing and buying program options, and everywhere VIP is referenced in this Program Guide. Adobe-led sales include ETLA, VIP Custom and all other transactions fulfilled under an LSFA or LSTA.

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 and education products from an Authorised Adobe Distributor (list available on the partner portal) |
|---|---|

Certified Reseller

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

| Annual Requirements | Benefits |
|--|---|
| All requirements above, plus: | All benefits above, plus: |
| Submit the Certified Reseller online application | Eligibility to purchase CLP and VIP commercial and Government products from an Authorised Adobe Distributor or Reseller (lists 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 specialisations for access to CLP and VIP education products |
| | Public listing as a Certified Reseller on the Adobe website and use of 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 to meet a minimum Annual Qualifying Revenue threshold. Resellers must meet the threshold corresponding to the applicable country tier where reseller is located. Only Education Specialised Resellers may qualify to meet an Education Annual Qualifying Revenue threshold. In addition to meeting the Education Revenue threshold resellers must have booked a minimum of 10 transactions within the Annual evaluation period.

| Annual Requirements | Benefits |
|--|---|
| All requirements above, plus: | All benefits above, plus: |
| Meet minimum 6 months as an Adobe authorised reseller in the Adobe Partner Connection Program prior to applying at the Gold level | Eligibility to participate in the Deal Registration incentive and receive rebates for qualifying deal submissions.. |
| <i>Gold Resellers are required to meet an Annual Qualifying Revenue threshold, according to the country tier where reseller is located</i> | Eligibility to participate in joint product launches, promotions, or campaigns as invited by Adobe |
| <p><u>Tier 1 countries:</u> Creative, Acrobat, Print & Publishing and Elements Commercial & Government revenue: \$475K Combined Education Revenue: \$180K & min 10 transactions p/a</p> | |
| <p><u>Tier 2 countries:</u> Creative, Acrobat, Print & Publishing and Elements Commercial & Government revenue: \$400K Combined Education Revenue: \$90K & min 10 transactions p/a</p> | |
| <p><u>Tier 3 countries:</u> Creative, Acrobat, Print & Publishing and Elements Commercial & Government revenue: \$230K Combined Education Revenue: \$75K & min 10 transactions p/a</p> | |
| For the full list of countries by tier refer to the "Other definitions" section within this program guide. | |

| | |
|--|---|
| Complete the Adobe Business Partner Code of Conduct training. (Minimum of one representative who holds responsibility for overseeing compliance) | Eligibility to receive not-for-resale (NFR) copies of select software according to applicable Adobe policy. |
| | Public listing as a Gold Reseller on the Adobe website and use of Gold Reseller logo |
| | Access to pre-sales support line |

| Qualifying Revenue | Includes | Excludes |
|--|---|--|
| Creative, Acrobat, Print & Publishing and Elements revenue Commercial & Government | VIP New & Renewals, Full & Partial Subscriptions, All Apps, Single Apps Acrobat, Print & Publishing, Elements CLP, TLP, Upgrade Plan, CCDA (Government) under CLP licensed through the APC resale Program | Non-product revenue (rebates, revenue share, referral fees, etc.), OEM, EduServ Renewals, shrinkwrap, ETLA, and any Adobe-led sales fulfilled under a master LSTA or LSFA, FLP and enterprise product revenue (including but not limited to LiveCycle, Connect, Adobe Marketing Cloud, and Adobe Site Catalyst). |
| Creative, Acrobat, Print & Publishing and Elements revenue Education | VIP New & Renewals, Full & Partial Subscriptions, All Apps, Single Apps, Device and Named User licenses, K12 licenses, and CCDA under CLP, Acrobat, Print & Publishing, Elements CLP, TLP, Upgrade Plan licensed through the APC resale Program | |

Annual Qualifying Revenue will be calculated based on the last four (4) completed Adobe fiscal quarters. See the “Definitions” section within this program guide for further details on qualifying revenue.

Platinum Reseller

Platinum Reseller is the highest level and provides the richest level of benefits 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 to meet a minimum Annual Qualifying Revenue threshold. Resellers at this level must also maintain the minimum personnel requirements. Resellers must meet the threshold corresponding to the applicable country tier where reseller is located. Only Education Specialised Resellers may qualify to meet an Education Annual Qualifying Revenue threshold. In addition to meeting the Education Revenue threshold resellers must have booked a minimum of 20 transactions within the Annual evaluation period.

For the avoidance of doubt a reseller who has a registered office in Europe is free to supply Adobe software products within Europe, without geographic restriction.

| 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 | Assigned an Adobe Business Manager |

| | |
|---|--|
| <p>Platinum Resellers are required to meet an Annual Qualifying Revenue threshold according to the country tier where reseller is located</p> <p><u>Tier 1 countries:</u> Creative, Acrobat, Print & Publishing and Elements Commercial & Government revenue: \$1,9M Combined Education Revenue: \$750K & min 20 transactions p/a</p> <p><u>Tier 2 countries:</u> Creative, Acrobat, Print & Publishing and Elements Commercial & Government revenue: \$1,6M Combined Education Revenue: \$500K & min 20 transactions p/a</p> <p><u>Tier 3 countries:</u> Creative, Acrobat, Print & Publishing and Elements Commercial & Government revenue: \$1,1M Combined Education Revenue: \$400K & min 20 transactions p/a</p> <p>For the full list of countries by tier refer to the "Other definitions" section within this program guide.</p> | <p>Eligibility to earn performance incentives (rebates) tied to quarterly objectives and ETLA (rebates) for qualifying Education and Government transactions</p> |
| <p>Appoint an Adobe Product Line Manager who is responsible for all Reseller's activities with respect to Adobe products ("Dedicated Personnel" in Tier 1 countries. "Shared Personnel" in Tier 2 and 3 countries)</p> <p>Appoint a Designated Named Resource to drive retention, renewals & deployment - Must be different person to Adobe Product Manager</p> <p>See the "Other definitions" section within this guide for more information</p> | <p>Eligibility to purchase commercial and government CLP and VIP products direct from Adobe</p> |
| <p>Complete the Adobe Business Partner Code of Conduct training. (Minimum of one representative who holds responsibility for overseeing compliance) - Annually</p> | <p>Platinum Resellers may be eligible to receive Marketing Funds, when available and subject to the conditions and selection criteria for their availability</p> |
| <p>Execute the Platinum Reseller Agreement - Annually</p> | <p>Eligibility to apply for the Worldwide Specialisation subject to execution of a worldwide reseller addendum</p> |
| <p>Submit end user sell-through and point of sale (POS) reports as specified by Adobe</p> | <p>Public listing as a Platinum Reseller on the Adobe website and use of Platinum Reseller logo</p> |
| <p>Platinum Reseller agrees to conduct a Quarterly Business Review attended by key partner and Adobe personnel</p> | <p>Direct purchasing Platinum Resellers are eligible to resell VIP Marketplace through Adobe's API integration.</p> |
| <p>Must have a Customer Lifecycle Management (CLM) process, or similar process in place to retain and grow customers and efficiently track and drive Renewals</p> | |
| <p>Platinum Reseller commitment to perform mutually agreed upon Sales & Marketing activities during the fiscal quarter</p> | |
| <p>Platinum Resellers must co-invest in driving Adobe business by mutually investing in marketing activities. Platinum Resellers must match Adobe marketing spend in order to be eligible to participate in the MDF scheme</p> | |

| Qualifying Revenue | Includes | Excludes |
|--|---|---|
| Creative, Acrobat, Print & Publishing and Elements revenue Commercial & Government | VIP New & Renewals, Full & Partial Subscriptions, All Apps, Single Apps Acrobat, Print & Publishing, Elements CLP, TLP, Upgrade Plan, CCDA (Government) under CLP licensed through the APC resale Program | Non-product revenue (rebates, revenue share, referral fees, etc.), OEM, EduServ Renewals, shrinkwrap, ETLA and any Adobe-led sales fulfilled under a master |
| Creative, Acrobat, Print & Publishing and Elements revenue Education | VIP New & Renewals, Full & Partial Subscriptions, All Apps, Single Apps, Device and Named User licenses, K12 licenses, and CCDA under CLP Acrobat, Print & Publishing, Elements CLP, TLP, Upgrade Plan licensed through the APC resale Program | LSFA or LSTA, FLP and enterprise product revenue (including but not limited to LiveCycle, Connect, Adobe Marketing Cloud, and Adobe Site Catalyst). |

Annual Qualifying Revenue will be calculated based on the last four (4) completed Adobe fiscal quarters. See the "Definitions" section within this program guide for further details on qualifying revenue.

A formal evaluation will take place on an annual basis. In the event Adobe determines that a Platinum Reseller no longer qualifies for participation in the program at the Platinum level, Adobe will provide ninety (90) days written notice before proceeding to down level the account.

Multi-Group Reseller

Multi-Group Resellers will have multiple subsidiaries, at various Reseller Program levels, located within Europe. Multi-Group Resellers must meet the requirements according to the Reseller Program level they are eligible for plus; the additional requirements of the Multi-Group level. In addition to the benefits available under each Reseller Program level, Multi-Group Resellers will have an assigned Adobe Business Manager that oversees and manages across the entire Reseller Group.

Only the Multi-Group Platinum Resellers are eligible for performance incentives in the form of quarterly rebates. One (1) Multi- Group Platinum Reseller subsidiary, as decided by Reseller Group, will receive the Multi-Group Platinum Resellers aggregated Quarterly Performance Goals, which will be defined based on the Multi-Group Platinum Reseller qualifying revenue within territory. Rebates will be paid out based on the Multi-Group Platinum Resellers overall attainment against the aggregated Quarterly Performance Goals, and rebates earned will be split according to the percentage share of revenue booked by each Multi-Group Platinum Reseller. Resellers that meet the requirements for the Multi-Group Reseller level will automatically qualify.

| Requirements | Benefits |
|---|--|
| All requirements per corresponding Reseller Program level plus; | All benefits per corresponding Reseller Program level plus; |
| Reseller Group generates Creative, Acrobat, Print & Publishing & Elements Annual licensing revenue of at least \$15M (Commercial, Government & Education) | Adobe Business Manager assigned to manage and oversee Multi-Group Reseller business |
| Minimum of two (2) Platinum Reseller subsidiaries within Europe | Certified Multi-Group Reseller subsidiaries are eligible to participate in the Deal Registration incentive and receive rebates for qualifying deal submissions.. |
| One (1) Platinum Reseller subsidiary receives the Multi-Group Reseller Quarterly Performance Revenue Goals | Quarterly Performance Incentive Rebates will be paid across all Platinum Reseller invoicing entities - Payments will be split according to the percentage share of revenue booked by each Multi-Group Platinum Reseller. |
| Designated Multi-Group Executive contact to oversee the Adobe and Partner relationship at Regional level | |

Annual Qualifying Revenue will be calculated based on the last four (4) completed Adobe fiscal quarters. See the "Definitions" section within this program guide for further details on qualifying revenue..

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 a revenue target achievement, specific 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, Platinum or Multi-Group), and specialisations. The diagram below illustrates which financial incentives are available at each Reseller Program level.

| | Registered | Certified | Gold | Platinum | Multi-Group |
|-------------------|------------|-----------|------|--|---|
| Deal Registration | | | ✓ | ✓ | ✓ |
| Quarterly Rebates | | | | ✓ | ✓ Platinum only |
| Marketing Funds | | | | When available and subject to the conditions and selection criteria for their availability | Platinum only When available and subject to the conditions and selection criteria for their availability |

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 Multi-Group Certified, Gold, Platinum Reseller levels are eligible to participate in the deal registration incentive. All eligible resellers may register commercial and government opportunities. Resellers must have the appropriate market specialisation to register education 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 advising resellers 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 first (and received approval from Adobe), and claimed the qualifying purchase order, will receive the reward.

Deal Registration Incentive Benefit

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

| Buying program/s | Payout per deal | Deal characteristics & criteria | Additional criteria |
|------------------|-----------------|--|--|
| VIP | 30% reward | 10+ unit deal. Document Cloud subscriptions only. Full year or any pro-rated duration. New subscriptions only; renewals are not eligible. All Document Cloud SKUs sold through the VIP program only (includes Adobe Sign). Adobe Sign transactions must have a minimum of 1,500 transactions, or 150 transactions = 1 VIP unit. Available in all vertical markets. Excludes VIP Level 23 opportunities. | Available only in countries authorised by Adobe. See "Definitions" section within the guide. |
| VIP | 10% reward | 10+ unit deal. All other products on the VIP price lists excluding Creative Professional Full year or any pro-rated duration. New subscriptions only; renewals are not eligible. Available in all vertical markets. Includes Document Cloud VIP Level 23 opportunities. | Available only in countries authorised by Adobe. See "Definitions" section within the guide. |

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 (not submitted by another reseller) and new to the Adobe sales pipeline (i.e. not being actively worked on by an Adobe Sales Representative and also not a renewal of an existing VIP, CLP or term based license.) Incremental new licenses added to existing VIP customers are eligible, providing the incremental amount meets the above thresholds; 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, i.e. 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. For approved deals that are identified (sourced), by a single reseller, the "sourcing" reward will be provided to the reseller, even if the deal is closed by another reseller.

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.

Add-ons to renewals are not eligible, unless the add-on/incremental component meets the minimum license quantity referenced in the table above. Add-on units must be in addition to the products Adobe is expecting customer to renew and result in incremental revenue. No payment will be made if add-on results in same or less revenue. Note; Only the add-on component will be eligible for deal registration.

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

Products eligible for Deal Registration

All eligible VIP Document Cloud, Print & Publishing and Consumer Products (see "Definitions") are eligible for deal registration. Creative Pro Commercial, Education and Government Products and perpetual licenses (TLP & CLP) 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 and order eligibility

For Platinum and Multi-Group Platinum Resellers that purchase directly from Adobe, qualifying revenue for the deal registration incentive calculations is based on net-to-Adobe revenue. For all other orders that are purchased through an Authorised Adobe Distributor, qualifying revenue is based on the Adobe Recommended Retail Price (RRP).

VIP renewals, Upgrade Plan renewals and FLP are not eligible for deal registration.

All deals are capped at \$500,000 USD or the equivalent in the currency applicable to the deal. This cap is inclusive of any products that are ineligible for deal registration. (See "Minimum thresholds").

Opportunities submitted and/or booked outside of the reseller's defined territory in the Adobe Partner Connection Program Agreement are ineligible for the deal registration incentive (notwithstanding that the reseller may hold the Worldwide Specialisation).

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.

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 subscription SKUs may be used to meet VIP minimum unit threshold. Adobe Sign transactions must have a minimum of 1,500 transactions, or 150 transactions = 1 VIP unit.

Deal Registration Incentive Terms & Conditions

- All orders must be placed at least one day after the submit date on the Deal Registration opportunity.
- All orders must be placed prior to the expiration of the Deal Registration opportunity.
- All Deal Registration rebates must be claimed within 30 days of the order date. Rebates not claimed within this period will be forfeit
- 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 deal was approved at a lower amount.
- The customer account name on the Deal Registration 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.
- If, during the claims process, Adobe finds that the reseller has registered an ineligible renewal opportunity, Adobe reserves the right to back out such transactions from your deal registration payout.

Only purchases affected by a third party customer 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 transact are not eligible for the deal registration incentive.

Opportunities originating from customer RFP / RFQ bid scenarios may be rejected unless there is adequate justification to show the reseller is adding value to the opportunity; for example, by promoting Adobe if the solution

is ambiguous or references an Adobe competitor. Opportunities sourced from bid boards are not eligible for the deal registration incentive. Adobe reserves the right to revoke any opportunity that has been approved if it is discovered that the reseller uncovered the opportunity from a bid board or as a result of a published RFP / RFQ.

Reseller is specifically forbidden from splitting an order received from a customer into multiple orders for the purpose of qualifying the orders for deal registration incentive eligibility, to receive a higher payout, or to avoid the cap of \$500K USD per qualifying order.

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

In the event 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 or other resellers.

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 partner as soon as the discrepancy is discovered.
- The opportunity record has not been updated for more than 90 days.
- It comes to Adobe's attention after approval that any of the information provided in the submitted registration application was falsified, inaccurate, misleading, incomplete, or omitted. In the event that two or more deal registrations get approved for the same end user by different resellers, and both opportunities were approved by Adobe, the deal registration gets awarded to the reseller that submitted the first accurate and complete registration.
- The application is accepted after the expiration or termination of the reseller agreement with Adobe and any of its addenda.

- The 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 reseller prior to revoking any opportunity.

ETLA Resale - Education & Government

Resellers working with Enterprise customers may participate in an ETLA transaction per the structure outlined below.

Certified and Gold Resellers that wish to supply Education and Government software and services under an ETLA agreement to end customers, must place its ETLA order through an Authorised Adobe Distributor and accept any Adobe special licensing terms and conditions which are flowed down via its selected Distributor. These terms and conditions will be deemed to modify and supplement the terms of the APC Reseller Agreement and are incorporated into that agreement by reference.

Platinum Resellers may transact an ETLA either directly with Adobe or alternatively via an Adobe Authorised Distributor.

Resellers participating in an Education ETLA must be approved with the Education Specialisation to be authorised to sell Adobe Education products.

Adobe wishes to reward Platinum Resellers and Gold Resellers for their resale activities in connection with Enterprise Term License Agreement (ETLA) opportunities for Education and 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 eligible for Commercial ETLA transactions.

ETLA Resale Rebate Incentive for Platinum Resellers

In order for the Platinum Reseller to supply Education and Government software and services under an ETLA the Platinum Reseller will be required to enter into additional terms and conditions with Adobe in the form of an Adobe Partner Sales Order for each individual ETLA transaction.

The Partner Sales Order will reference the license fees to be paid by the Platinum Reseller and any maximum end-user price if applicable, together with any special licensing terms and conditions, which apply. The Adobe Partner Sales Order will be subject to and governed by the Adobe Partner Connection Platinum Reseller Program agreement ("APC Platinum Reseller Agreement"). These terms and conditions will be deemed to modify and supplement the terms of the APC Platinum Reseller Agreement and are incorporated into that agreement by reference.

Platinum Resellers that have entered into an Adobe Partner Sales Order with Adobe with respect to an Education or Government ETLA deal will be eligible to receive a 3% resale rebate on ETLA Qualifying Revenue.

- The 3% resale rebate applies only to the ETLA contract value paid during the 1st year. 2nd and 3rd year ETLA payments will be subject to the terms of the then-current ETLA Resale Incentives
- ETLA Education and Government Qualifying Revenue is capped at \$500,000 USD or equivalent in EUROS/GBP per deal, per year.
- Platinum Resellers that transact the Education or Government ETLA deal through an Adobe Authorised Distributor will not be eligible for the ETLA resale rebate Incentive. This does not prevent or limit Platinum

Resellers rights to transact and place orders for ETLA software and services through an Adobe Authorised Distributor.

- ETLA deals that Adobe closes directly with, and accepts orders from end user customers are not eligible. For the purpose of the ETLA resale rebate incentive the following definitions apply;-

“Adobe Desktop Products” are defined as all products within the Creative Cloud & Acrobat families of products, including Platform products. Products excluded include Adobe Marketing Cloud, Adobe Site Catalyst, LiveCycle and Connect products.

“ETLA Qualifying Revenue” is defined unless otherwise stated herein or in any supplementary documentation provided to the Platinum Reseller, as the value to Adobe of Education and Government purchases, less any returns, transacted by the partner (“sell-through value”) directly from Adobe, for ETLA licensing through an APC agreement for Adobe Desktop Products only. Revenue from other Adobe volume licensing programs for APC channel partners (TLP, CLP and VIP), ETLAs transacted through Distributors, ETLA Commercial transactions and any Adobe-led sales fulfilled under a master LSFA or LSTA, 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, and Adobe Site Catalyst) are specifically excluded from ETLA Qualifying Revenue.

ETLA & VIP Custom Deal Registration Incentive for Gold and Platinum Resellers

Adobe wishes to reward partners for sourcing Enterprise Term License Agreement (ETLA) and VIP Custom opportunities for Education and Government customers. These incentive terms should be read in conjunction with the deal registration terms and conditions outlined above.

First year Education and Government ETLA and VIP Custom opportunities may be submitted for the deal registration incentive. For the avoidance of doubt, Education and Government ETLA/VIP Custom opportunities submitted for the deal registration incentive must be net new opportunities to Adobe. Renewals of existing ETLA's and VIP or other term-based licenses (including Creative Cloud Desktop Apps via CLP) done via ETLA or VIP Custom are not eligible. If, during the claims process, Adobe finds that the reseller has registered an ineligible renewal opportunity, Adobe reserves the right to back out such transactions from your deal registration payout.

ETLAs are 3-year deals that are generally invoiced in three annual payments or transactions. Those annual transactions are eligible for ETLA Deal Registration as follows:

| | First year transaction that applies to a new ETLA customer/ agreement | Second or third year transaction that applies to an existing ETLA customer/ agreement | First year transaction that applies to an existing ETLA customer and a new ETLA agreement* |
|------------------------|---|---|--|
| ETLA Deal Registration | Eligible | Ineligible | Ineligible |

*This is sometimes called the fourth year or renewal, since the ETLA agreement is renegotiated at this time.

VIP Custom deals are similar to VIP, in that they can be for a 1 year or 3 year term, with annual renewals. As with ETLA, only the 1st year transaction is eligible for Deal Registration.

If a reseller registers a qualifying TLP, CLP or VIP opportunity, Adobe may, at its sole discretion change it to an ETLA or VIP Custom opportunity in the event that it is converted to and closed as an ETLA or VIP Custom deal. In addition, the reseller is eligible for a 10% “sourcing” rebate on the first year invoiced amount only, up to \$500,000 USD cap or the equivalent in Euros / GBP if;

- Adobe closes the deal directly with the end user customer
- The end user customer places an order for the ETLA/VIP Custom with another Adobe authorised reseller
- The reseller enters into an Adobe Partner Sales Order with Adobe with respect to the Education or Government ETLA deal
- The reseller submits its ETLA/VIP Custom order via an Adobe Authorised Distributor

The order must have been accepted by Adobe for the ETLA or VIP Custom deal, specifically for the valid registered opportunity, and all applicable documentation for the transaction has been executed by all applicable parties within the period between two (2) weeks and six (6) months of reseller being granted the registered opportunity, and Adobe receives full payment of the 1st year fee for the applicable ETLA or VIP Custom pursuant to the registered opportunity by no later than sixty (60) days after such payment is due to Adobe.

No deal registration opportunity will be deemed approved until receipt of written notice of approval from Adobe. A reseller will not be eligible for, and, Adobe shall have no obligation to pay any deal registration incentive to the extent that the reseller has earned and/or been paid any reward, rebate, or other amount with respect to the applicable deal registration opportunity under any other deal registration, referral fee or other similar Adobe incentive program.

ETLA Resale financial incentive summary

| Financial Incentive | Eligibility | Criteria | Qualifying Revenue / Products | Payout |
|-----------------------------|--|---|--|--|
| Resale Incentive | Platinum Multi-Group Platinum Education & Government only | Platinum Reseller enters into Adobe Partner Sales Order direct with Adobe. ETLA's transacted through an Adobe Authorised Distributor are not eligible for rebate. | ETLA Education & Government Qualifying Revenue licensed through the APC resale Program | 3% rebate Deals capped at \$500,000 USD per deal per year |
| Deal Registration Incentive | Gold, Platinum and Multi-Group Platinum Education & Government only. Net New ETLA or VIP Custom first year transactions only. | Qualified, approved and claimed ETLA opportunities. Must provide eligible Sales Order number | ETLA and VIP Custom Education & Government Qualifying Revenue | 10% sourcing rebate Deals capped at \$500,000 USD per order |

As long as 50% or more of the ETLA or VIP Custom Education and Government Qualifying Revenue on an approved deal registration resides within the defined territory, as per the Adobe Partner Connection Program Agreement, resellers holding the Worldwide Specialisation may submit the Rest Of World (ROW) portion of the ETLA or VIP Custom to the deal registration incentive.

Platinum & Multi-Group Platinum Reseller financial incentive summary

| Financial Incentive | Eligibility | Criteria | Attainment method | Payout |
|---------------------|-------------------------------------|---|--|--|
| Quarterly rebate | Platinum Multi-Group Platinum | Revenue, unit, and/or renewal based target(s) determined by Adobe on a quarterly basis. | Payout details provided via quarterly incentive letters. | One or more Qualifying Revenue types (see "Definitions"). Variable payout rates.* |
| Marketing funds | Platinum Multi-Group Platinum | Qualified and approved marketing activities. Reimbursed after proof of activity. | No set amount. Awarded at Adobe's discretion. | Variable. When available and subject to the conditions and selection criteria for their availability |

Quarterly incentives (rebate)

Platinum and Multi-Group 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 Platinum reseller and Multi-Group Platinum resellers 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 |
| Creative Rebate Incentive | Target(s) will be set based on Eligible VIP Renewals and VIP New Licenses for the specified quarter(s) for Eligible Creative Products only. Includes all Creative Cloud products, Adobe Stock, and all other products available through VIP and VIP Marketplace (excluding Document Cloud and Adobe Sign.) | VIP Qualifying Revenue for Eligible Creative Products. |
| Document Cloud Rebate Incentive | Target(s) will be set based on Eligible VIP Renewals and VIP New Licenses for the specified quarter(s) for Eligible Document Cloud Products only. Includes all Document Cloud and Adobe Sign SKUs purchased through VIP and VIP Marketplace. | VIP Qualifying Revenue for Eligible Document Cloud Products. |
| Adobe Sign Accelerator | An Adobe Sign stretch target will be set based on the Adobe Sign portion of the Document Cloud Rebate Incentive for the specified quarter(s). Includes all Adobe Sign SKUs purchased through VIP and VIP Marketplace. | VIP Qualifying Revenue for Eligible Adobe Sign Products. |
| VIP Marketplace Incentive | A dollar one rebate will be paid on all VIP Marketplace revenue. At this time no targets will be set for this incentive. | VIP Marketplace Qualifying Revenue. |
| VIP 100% Renewal Incentive | At-risk renewal opportunities identified by Adobe only. Minimum 100% renewal of VIP Members net-to-Adobe renewal opportunity. Qualifying at-risk renewal opportunity list will be provided via Adobe Business Manager. | Payout based on entire net-to-Adobe value of the qualifying at-risk VIP opportunity booked within the renewal window. (See Definitions for more information) |

See the "Definitions" section in the guide for complete Qualifying Revenue definitions.

Incentive payout details

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

Renewal window = Anniversary Date +/- 30 days

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

- If the cancellation date (the end of the renewal window) is in the current quarter, the transaction will count toward the current quarter's attainment.
- If the cancellation date is in the following quarter, the 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 of the renewal window | Current Quarter |
| Renewals | VIP renewals on existing VIP agreements during the renewal window. License renewals through VIP or VIP Marketplace are considered renewals. | Cancellation quarter Note that this may be in the following quarter. |
| Expansion units | New VIP units added to an existing VIP agreement during the renewal window | Current Quarter |

Rebate performance payout

Reseller must agree to reach the performance revenue goals as documented in the Quarterly Reseller Incentive Letter. Achievement will be measured on the attainment of the revenue goal and the incentive is calculated on the basis of the Qualifying Revenue as indicated in the quarterly incentive letter.

Adobe will review, on a quarterly cadence, the performance for all Platinum and Multi-Group Platinum Resellers that are eligible to participate in the Adobe Partner Connection Performance Incentives.

Non-meeting a minimum of 75% attainment on the performance revenue goal for two (2) consecutive quarters may result in the termination of Platinum Resellers entitlement to participate in that particular performance incentive for two subsequent Adobe fiscal quarters during the term of the program. In addition, non-meeting a minimum of 75% attainment on the performance revenue goal for four (4) fiscal quarters, in any one fiscal year, may result in Platinum or Multi-Group Platinum Reseller being down-leveled to the next appropriate level they meet the criteria for. Down-leveled Resellers may not re-apply for Platinum Reseller level for a minimum 12-month period from the date of partner level status change.

Upon the close of the quarter, the Adobe Business Manager will examine the revenue targets, revenue target achievement and performance of each reseller. In addition, the Adobe Business 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.

For Platinum and Multi-Group Platinum Resellers that transact directly with Adobe, the rebate payout will be made as a credit to their trade account with Adobe.

Before placing any order for Software Products (other than shrink-wrap orders), 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.

Confidentiality of Pre-Release Product Information: Platinum Reseller must comply with the Non-Disclosure terms as defined in the Reseller Program Agreement. Specifically, Platinum Reseller 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 Platinum 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.

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.

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.

Marketing funds

In order to assist resellers in the effective marketing of Adobe products, Adobe provides the possibility of applying for and claiming marketing funds as outlined below.

Channel marketing funds may be utilised, once approved, to fund or partially fund activities in the marketing and market development activities below:

- Advertising/Media such as print and online material, including: newsletters, signs, inserts and banners, and non-standard catalogue placements.
- Point-of-sale materials such as brochures, flyers, data sheets, and white papers for point-of-sale activities.
- Lead-generation activities such as direct mail and email, flyers, list acquisition, demand-generation campaigns, call-out days, and telemarketing.
- Program marketing: designated partner programs targeting select focus areas
- Seminars/Events such as End-user demand generation, customer training/awareness, Adobe days and road shows.
- Tradeshows/fairs for example industry trade shows, fairs, and end-user trade shows
- Web marketing such as banners, landing pages, microsites, content syndication.

Once approved funds will expire, without exception, one (1) quarter from their accrual if not claimed. Funds that have not been claimed, or have not been allocated for a specific activity thirty (30) days prior to their expiration will be reclaimed by Adobe without further notice.

Upon receipt of authorisation to perform a marketing activity, reseller may perform such activity and when completed will submit via the Adobe Channel Administration Portal and in the manner determined by Adobe, a claim for the reimbursement of expenses incurred in the carrying out of such marketing activity. All claims for expenses must be supported by details of the activity, its results and by incontrovertible proof that the claimed expenses have been incurred. At no point will more than the unused and unallocated funds of the previous one (1) quarter be reimbursed.

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

Further details on marketing fund usage, processes and requirements are documented on the Adobe Channel Administration Portal (ACAP) under the help and documentation section.

Non-financial incentives

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

| Benefit | Registered | Certified | Gold | Platinum |
|--|------------|-----------|------|----------|
| Training | ✓ | ✓ | ✓ | ✓ |
| Partner communications | ✓ | ✓ | ✓ | ✓ |
| Pre-sales support line | ✓ | ✓ | ✓ | ✓ |
| Public listing in the Partner Finder | | ✓ | ✓ | ✓ |
| Eligibility to sell CLP and VIP | | ✓ | ✓ | ✓ |
| Exclusive partner events, as invited by Adobe | | ✓ | ✓ | ✓ |
| NFR software | | | ✓ | ✓ |
| NDA product roadmap briefings | | | ✓ | ✓ |
| Marketing resources for joint promotions and campaigns | | | | ✓ |
| Assigned Adobe Business Manager | | | | ✓ |

Specialisations

Certified, Gold, Platinum and Multi-Group Certified and above Resellers are also eligible to earn specialisations in the Reseller Program. A specialisation 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 specialisation. Adobe's current reseller specialisations 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 Specialisation is a prerequisite to selling CLP and VIP-education.

In order to qualify to for the Education Specialisation, 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 three (3) of the following:
 - Education product catalogue or pricelist(s)
 - Website promoting education pricing
 - Sponsorship of education events, conferences
 - Certificate for 3rd party vendor showing education certification
 - Membership of education supplier professional trade associations procurement
 - Public sector procurement award (announcement letter)
 - Marketing materials demonstrating education product offerings
 - Two (2) Education customer purchase orders or invoices related to Education Software Sales
 - Submit one (1) case study or customer reference letter
3. Employ one or more Adobe Certified Sales Professional/s, Education. The Education Specialisation sales training is available on the Adobe Channel Training Center at: <https://captivateprime.adobe.com/adobe-channeltraining>
4. Check that all customers seeking to purchase education products are eligible according to the latest Adobe guidelines.

5. Obtain access to a database, catalogue, or directory of eligible education organisations (generally made available by the education ministry or another official body).
6. 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 Specialisation will be eligible for the following benefits:

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

Education Elite Partner Program

Education Specialised Platinum Resellers in EMEA are eligible to apply to join the Education ELite Partner Program during the annual application period. Adobe will inform all eligible Platinum Resellers when the application period is open, and will outline the application steps at that time.

The Elite Program has been designed for the Adobe Channel to work more closely with Adobe, be part of a network of Education focused partners, earn additional incentives and together build the digital literacy story with Education institutions.

The Elite Program will offer the following benefits:

- Exclusive access to incremental Deal Registration Incentives throughout the program lifetime
- Additional Marketing Investment
- Access to EDU Partner Engagement Management exclusively support your EDU focus
- Access to the Adobe Education Leads Program, where Adobe will share opportunities
- Additional APC rebate on all EDU VIP
- Comprehensive Training on products and services related to Adobe Education

If you are interested in hearing more about the Elite Partner Program, please contact your Adobe Business Manager.

Worldwide

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

The Worldwide Specialisation is limited to qualifying Platinum and Multi-Group Platinum Resellers only. To qualify for the Worldwide Specialisation, 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 Specialisation 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 complement of SKUs for each language and version of eligible Adobe products.

Onboarding

Adobe wishes to create and maintain 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 specialisation, 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 specialisation, 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 used to help Adobe evaluate whether the reseller meets the criteria required for the new membership level or specialisation. Adobe will use this questionnaire as well as other performance metrics to determine whether the reseller meets the criteria to be accepted to the new membership level or specialisation.

For compliance reasons our resellers which meet certain risk criteria will be asked to provide additional information during the onboarding application or renewal of their program membership. These risk criteria depend on the region of operation, amount of revenue generated and level of government business conducted.

If the reseller meets the risk criteria, they will be asked by Adobe to complete a TRAC number application as a condition of their continued membership. The main contact will receive the according information and instructions on how to do so. This process is managed by TRACE International, a third party, and Adobe has no influence on the process and the issuance of the TRAC number.

TRAC is sponsored by Adobe and there will be no additional costs to the reseller.

TRAC is a unique 12-digit TRACE Registered Access Code ("TRAC") assigned to companies committed to commercial transparency. TRAC is a global identification system that quickly establishes a TRAC holder's identity, address, information, and screens the TRAC holder's name against the various government denied parties' lists. TRAC holders upload key documents to substantiate the information associated with their code and their profile on the TRAC web portal. Additional information can be found under www.tracnumber.com.

Adobe is using TRAC to show our continued commitment to integrity, ethical business practices and compliance with the law in every aspect of our operations and in every market.

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 resellers'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 specialisation 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 upon reasonable advance notice writing in accordance with the notification requirements outlined in this program guide.

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 specialisation.

1. Reseller completes online enrollment questionnaire specific to the desired level or specialisation.
2. Reseller accepts click-through program agreement.
3. (For Registered level only) Reseller receives automatic approval via email.

4. Certified and Gold Resellers must complete the Adobe Business Partner Code of Conduct training. (Minimum of one representative who holds responsibility for overseeing compliance).
5. For Certified and Gold levels) Adobe evaluates reseller's application and confirms acceptance or denial at the desired program level or specialisation. 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 specialisation, including any required personnel, completion of required code of conduct training, minimum revenue criteria, time required at a previous level, and any other requirements.
6. Reseller is provided with systems access, including access to the Adobe Partner Connection Portal and Sales Center (Certified and above).

Onboarding steps for a Platinum Reseller:

1. Reseller completes offline compliance questionnaire.
2. Reseller completes the Adobe Business Partner Code of Conduct training. (Minimum of one representative who holds responsibility for overseeing compliance).
3. Adobe conducts due diligence compliance onboarding process.
4. 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 units criteria, 12 months minimum as a Gold Reseller, success against previous performance criteria, and any other requirements.
5. Adobe conducts credit evaluation and establishes credit line.
6. Reseller and Adobe execute hardcopy program agreement.
7. Reseller and Adobe meet to discuss objectives and strategies for the upcoming quarter/s.

For Platinum Resellers 2,4 & 6 of the above steps will need to be completed for each subsequent annual renewal.

Ongoing performance evaluation

On a quarterly basis, Platinum and Multi-Group Platinum Resellers will meet with their Adobe Business 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. A quarterly business plan will need to be completed with the Adobe Business Manager at the start of the new fiscal quarter and approved by Adobe. 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. In such event Adobe will be entitled to down-level and terminate reseller's current program level status in accordance with the termination provisions in the reseller program agreement. 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 specialisations 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 30 days to claim any opportunities that have already been submitted and approved by Adobe. All other benefits of the Certified level will remain in full effect.

Platinum 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 they 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. Down-leveled Platinum Resellers may not re-apply for Platinum Reseller status for minimum 12-month period from the date of partner level status change.

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 ninety (90) days' notice to the reseller.

Definitions

Qualifying Revenue definitions for quarterly rebate incentives

Add-on VIP Licenses means new VIP and VIP Marketplace licenses, licensed through the APC resale Program, added to an existing VIP ID outside the Renewal Window.

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

Eligible Document Cloud Products include the following Adobe Products: All Document Cloud and Adobe Sign products licensed through the APC resale Program and available on the VIP and VIP Marketplace price lists.

Eligible Creative Products include the following Adobe Products: All Creative Cloud products licensed through the APC resale Program and available on the VIP and VIP Marketplace price lists, including Creative Cloud for teams, Creative Cloud for enterprise, and all Creative Cloud single apps, Adobe Stock and all other products licensed through the APC resale Program and available on the VIP and VIP Marketplace price lists, excluding Eligible Document Cloud Products.

Eligible Adobe Sign Products include the following Adobe Products: All Adobe Sign products licensed through the APC resale Program and available on the VIP and VIP Marketplace price lists only.

Expansions means new VIP and VIP Marketplace products licensed through the APC resale Program and added to an existing VIP ID during the Renewal Window.

Net New VIP Licenses means new VIP and VIP Marketplace licenses licensed through the APC resale Program on a net new VIP ID. Customer does not have an existing VIP ID or agreement.

Renewals means VIP and VIP Marketplace renewal licenses licensed through the APC resale Program on existing VIP IDs during the Renewal Window, and includes renewal licenses for customers migrating from VIP to VIP Marketplace.

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

VIP Qualifying Revenue is defined unless otherwise stated herein or in any supplementary documentation provided to the reseller, such as a quarterly incentive 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 Authorised Distributor, of all Eligible VIP Renewals and all VIP New Licenses. Adobe-led sales fulfilled under a master LSFA or LSTA are not included in APC, and thus such transactions are excluded from APC financial incentives, including VIP New Licenses.

Additionally, the following revenue is specifically excluded from VIP Qualifying Revenue: Non-product revenue (rebates, revenue share, referral fees, etc.), OEM, shrinkwrap, TLP, CLP, ETLA and any other Adobe-led sales transacted directly with Adobe via an LSFA or LSTA, 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 Specialisation, revenue booked outside of the reseller's home region is excluded from VIP Qualifying Revenue.

VIP New Licenses are defined as all new license SKUs sold through the VIP and VIP Marketplace programs only. All products available on the VIP and VIP Marketplace price lists and licensed through the APC resale Program 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. Adobe-led sales fulfilled under a master LSFA or LSTA are not included in APC, and thus such transactions are excluded from APC financial incentives, including VIP New Licenses.

VIP Marketplace Qualifying Revenue is defined unless otherwise stated herein or in any supplementary documentation provided to the reseller, such as a quarterly rebate letter, as the amount paid to Adobe, less any returns, for purchases effected by reseller ("sell-through value"), either directly from Adobe (in the case of Platinum Resellers) or from an Adobe Authorised Distributor, of all SKUs available on the VIP Marketplace price lists.

Additionally, the following revenue is specifically excluded from VIP Marketplace Qualifying Revenue: Non-product revenue (rebates, revenue share, referral fees, etc.), OEM, shrinkwrap, TLP, CLP, ETLA and any other Adobe-led sales transacted directly with Adobe via an LSFA or LSTA, VIP SKUs not on the VIP MP price lists, and all non-VIP enterprise product revenue (including but not limited to LiveCycle, Connect, Adobe Marketing Cloud, Adobe Experience Cloud, and Adobe Site Catalyst.) For resellers holding the Worldwide Specialization, revenue booked outside of the reseller's home region is excluded from VIP Marketplace Qualifying Revenue.

Eligible VIP Renewals are defined as VIP renewals under VIP agreements whose 60-day renewal window (Anniversary Date +/- 30 days) ends during a specified quarter, even if such renewals are invoiced by Adobe in a different quarter.

Renewals for all products available on the VIP and VIP Marketplace price lists licensed through the APC resale Program are eligible. Renewals in all vertical markets for which you are authorised are eligible. Only renewals for licenses deployed in EMEA are eligible.

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

Qualifying at-risk VIP renewal opportunities are defined unless otherwise stated herein or in any supplementary documentation provided to the distributor such as a quarterly incentive letter, as VIP renewal opportunities identified by Adobe based on the VIP Member's expected renewal rate. Each eligible Platinum Reseller will receive a quarterly list of Qualifying at-risk VIP renewal opportunities from Adobe with their eligible VIP contracts. Only VIP contracts on the list provided by Adobe are eligible for this incentive. To be eligible for 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:

- Renewing 100% of the Member's existing licenses.
- 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.
- 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).
- The VIP Member's Renewal Opportunity transactions may be submitted under multiple orders/invoices for the same VIP Member under the same VIP agreement number. Providing all orders are booked under the same VIP agreement number, and they are placed within the renewal window they may be counted towards the 100% VIP Renewal incentive payout.

VIP 100% Renewal Incentive 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. List will be provided by your Adobe Business Manager.
- VIP renewal opportunities must be under VIP agreements whose 60-day renewal window (Anniversary Date +/- 30 days) ends 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.
- Available to Platinum Resellers and Distributors only

Annual Qualifying Revenue definitions - Platinum Resellers & Multi-Group revenue thresholds

"Creative, Acrobat, Print & Publishing and Elements Commercial & Government Qualifying Revenue" is defined as New and Renewal SKUs for all products available on the Commercial and Government VIP and VIP Marketplace price lists. VIP full or partial year subscriptions are eligible. Document Cloud, Document Cloud for enterprise, Creative Cloud for teams, Creative Cloud for enterprise, Adobe Captivate for teams and Adobe Presenter Video Express for teams, as well as Adobe Audition, Adobe Muse, Adobe Premiere Pro, After Effects, Dreamweaver, Edge Animate, Edge Inspect, Flash Professional, Illustrator, InCopy, InDesign, Photoshop, Prelude and Speedgrade. In addition all Acrobat, Print & Publishing, Elements CLP & TLP SKU's published on the Commercial and Government price lists are eligible including CCDA for government via CLP.

The following revenue is specifically excluded from the Creative, Acrobat, Print & Publishing and Elements Commercial & Government Qualifying Revenue: All Education products. Non-product revenue (rebates, revenue share, referral fees, etc.), OEM, EduServe Renewals, shrinkwrap, ETLA and any Adobe-led sales fulfilled under a master LSFA or LSTA, FLP, enterprise product revenue (including but not limited to LiveCycle, Connect, Adobe Marketing Cloud, and Adobe Site Catalyst), and all Creative Suite Professional products.

"Creative, Acrobat, Print & Publishing and Elements Education Qualifying Revenue" is defined as New and Renewal SKUs for all Education products available on the VIP and VIP Marketplace price lists. VIP full or partial year subscriptions are eligible. Document Cloud, Document Cloud for enterprise, Creative Cloud for enterprise, Creative Cloud for education (Device and Named User), CCDA Education under CLP, K12 (Device and Named User) licenses, Adobe Captivate for teams and Adobe Presenter Video Express for teams, as well as Adobe Audition, Adobe Muse, Adobe Premiere Pro, After Effects, Dreamweaver, Edge Animate, Edge Inspect, Flash Professional, Illustrator, InCopy, InDesign, Photoshop, Prelude and Speedgrade. In addition all Acrobat, Print & Publishing, Elements CLP & TLP SKU's published on the Education price lists are eligible.

The following revenue is specifically excluded from the Creative, Acrobat, Print & Publishing and Elements Education Qualifying Revenue: All Commercial and Government products. Non-product revenue (rebates, revenue share, referral fees, etc.), OEM, EduServe Renewals, shrinkwrap, ETLA and any Adobe-led sales fulfilled under a



master LSFA or LSTA, FLP, enterprise product revenue (including but not limited to LiveCycle, Connect, Adobe Marketing Cloud, and Adobe Site Catalyst), and all Creative Suite Professional products

Annual Qualifying Revenue definitions - Gold Reseller revenue thresholds

“Creative, Acrobat, Print & Publishing and Elements Commercial & Government Qualifying Revenue” is defined as VIP New and Renewal SKUs for all products available on the Commercial and Government VIP and VIP Marketplace price lists. VIP full or partial year subscriptions are eligible. Document Cloud, Document Cloud for enterprise, Creative Cloud for teams, Creative Cloud for enterprise, Adobe Captivate for teams and Adobe Presenter Video Express for teams, as well as Adobe Audition, Adobe Muse, Adobe Premiere Pro, After Effects, Dreamweaver, Edge Animate, Edge Inspect, Flash Professional, Illustrator, InCopy, InDesign, Photoshop, Prelude and Speedgrade. In addition all Acrobat, Print & Publishing, Elements CLP & TLP SKU’s published on the Commercial and Government price lists are eligible including CCDA for government via CLP.

The following revenue is specifically excluded from the Creative, Acrobat, Print & Publishing and Elements Commercial & Government Qualifying Revenue: All Education products. Non-product revenue (rebates, revenue share, referral fees, etc.), OEM, EduServe Renewals, shrinkwrap, ETLA and any Adobe-led sales fulfilled under a master LSFA or LSTA, FLP, enterprise product revenue (including but not limited to LiveCycle, Connect, Adobe Marketing Cloud, and Adobe Site Catalyst), and all Creative Suite Professional products.

“Creative, Acrobat, Print & Publishing and Elements Education Qualifying Revenue” is defined as VIP New and Renewal SKUs for all Education products available on the VIP and VIP Marketplace price lists. VIP full or partial year subscriptions are eligible. Document Cloud, Document Cloud for enterprise, Creative Cloud for enterprise, Creative Cloud for education (device and named user), CCDA Education under CLP, K12 licenses, Adobe Captivate for teams and Adobe Presenter Video Express for teams, as well as Adobe Audition, Adobe Muse, Adobe Premiere Pro, After Effects, Dreamweaver, Edge Animate, Edge Inspect, Flash Professional, Illustrator, InCopy, InDesign, Photoshop, Prelude and Speedgrade. In addition all Acrobat, Print & Publishing, Elements CLP & TLP SKU’s published on the Education price lists are eligible.

The following revenue is specifically excluded from the Creative, Acrobat, Print & Publishing and Elements Education Qualifying Revenue: All Commercial and Government products. Non-product revenue (rebates, revenue share, referral fees, etc.), OEM, EduServe Renewals, shrinkwrap, ETLA and any Adobe-led sales fulfilled under a master LSFA or LSTA, FLP, enterprise product revenue (including but not limited to LiveCycle, Connect, Adobe Marketing Cloud, and Adobe Site Catalyst), and all Creative Suite Professional products

Other definitions

Authorised 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.

Shared Personnel means partner employees who devote a minimum of 50% of their time to sales and marketing of Adobe Products.

Adobe Product Line Manager is an individual who is responsible for all Reseller’s activities with respect to Adobe products. In particular, the Product Line Manager will be responsible for ensuring that the relevant organisational units within Reseller are appropriately staffed and resourced, that relevant personnel within Reseller 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 Reseller.

Designated Named Resource to drive retention, renewals & deployment. This is an individual that is responsible for driving all elements of the Customer Lifecycle Management process. This individual will ensure that customer

subscriptions are being renewed on time, customers are deploying their subscription licenses when they receive them and reseller maintains good retention rates (meaning customers are loyal).

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 Volume Licensing website located at <https://helpx.adobe.com/enterprise/vip.html> (or successor site thereto) which may be updated by Adobe from time to time. VIP may be sold only in countries authorised by Adobe. Reference the document “VIP Authorised Countries” available on the Adobe Partner Connection Portal at <http://www.adobe.com/partners>.

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

“Europe” means all full member states of the European Union and Norway, Iceland, Liechtenstein and Switzerland.

Tier 1 countries is based on the forecasted Application Software spend in each country in EMEA as estimated by IDC. Tier 1 countries are defined as the United Kingdom, France and Germany.

Tier 2 countries is based on the forecasted Application Software spend in each country in EMEA as estimated by IDC. Tier 2 countries are defined as Austria, Switzerland, Belgium (excluding Luxembourg), Netherlands, Sweden, Denmark, Norway, Finland, Iceland, Italy, Spain and Russia.

Tier 3 countries is based on the forecasted Application Software spend in each country in EMEA as estimated by IDC. Tier 3 countries are defined as any country in EMEA that is not included in Tier 1 or Tier 2 countries, as defined above.

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 mutually beneficial business relationship that will grow into the future. Adobe retains the right to effect and announce changes to the policies and procedures described in this document, which may be posted to the Adobe on-line channel sales portal (the Adobe Partner similar partner communication websites, by fax or via email and such notices and additional terms and conditions if applicable shall be incorporated by reference herein. Connection Portal), or other Any changes will be effective 30 days from the date of posting of such announcement. All support and resources provided by Adobe are subject to availability.

Version history

| Version | Notification date | Effective date |
|---------|-------------------|--|
| 4.0 | March 14, 2014 | March 01, 2014 |
| 5.0 | February 13, 2015 | February 28, 2015 |
| 5.1 | March 03, 2015 | February 28, 2015 |
| 5.2 | April 30, 2015 | May 30, 2015 |
| 5.3 | August 06, 2015 | August 29, 2015 |
| 5.4 | August 28, 2015 | August 29, 2015 |
| 5.5 | October 14, 2015 | October 14, 2015 |
| 5.6 | October 22, 2015 | October 23, 2015 (minor clarification) |
| 5.7 | October 30, 2015 | October 30, 2015 (minor clarification) |
| 5.8 | December 04, 2015 | March 05, 2016 |
| 5.9 | January 18, 2016 | March 05, 2016 |
| 5.10 | April 15, 2016 | June 04, 2016 |

| Version | Notification date | Effective date |
|---------|--------------------|--|
| 5.11 | May 06, 2016 | June 04, 2016 |
| 5.12 | June 22,2016 | July 22,2016 |
| 5.13 | November 3, 2016 | December 3, 2016 |
| 5.14 | December 7, 2016 | March 4, 2017 |
| 5.15 | January 13, 2017 | March 4, 2017 |
| 5.15.1 | March 15, 2017 | March 15, 2017 (minor clarifications) |
| 5.16 | April 12,2017 | April 12,2017 (minor clarification) |
| 5.17 | June 22, 2017 | June 3, 2017 |
| 5.18 | September 6, 2017 | September 6, 2017 (minor clarification) |
| 5.19 | September 18, 2017 | October 18, 2017 |
| 5.20 | December 22, 2018 | March 3, 2018 |
| 6.0 | March 26, 2018 | June 2, 2018 |
| 6.1 | May 3, 2018 | June 2, 2018 |
| 6.2 | January 2019 | March 2 2019 |
| 6.3 | June 2019 | June 2019 (minor clarifications) |
| 6.4 | January 29, 2020 | February 29, 2020 |
| 6.5 | May 25, 2020 | July 15, 2020 |
| 6.6 | Feburary 3, 2021 | March 6, 2021 |
| 6.6.1 | November 6, 2021 | November 6, 2021 (clarifications for VIP Custom) |

