Adobe Partner Connection

Reseller Program Guide

EMEA
Adobe® Partner Connection
Reseller Program
EMEA Program Guide
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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

<table>
<thead>
<tr>
<th>Distributor Program</th>
<th>Reseller Program</th>
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</thead>
<tbody>
<tr>
<td>General Distributors</td>
<td>Small, medium, and large resellers;</td>
</tr>
<tr>
<td>Specialised vertical Distributors</td>
<td>Registered Resellers</td>
</tr>
<tr>
<td>Multi-Group Distributors</td>
<td>Certified Resellers</td>
</tr>
<tr>
<td></td>
<td>Gold Resellers</td>
</tr>
<tr>
<td></td>
<td>Platinum Resellers</td>
</tr>
<tr>
<td></td>
<td>Multi-Group Resellers</td>
</tr>
</tbody>
</table>

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** - The Multi-Group level is specifically targeted at Resellers that have multiple subsidiaries, at various Reseller Program levels, which operate in several countries within EMEA. 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 Quarterly Performance Goals, excluding the VIP Renewal Goal, based on the Multi-Group Reseller business within EMEA. Rebates will be paid out based on the Multi-Group overall attainment against the EMEA Quarterly Performance Goals and 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 under this level status.
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.

<table>
<thead>
<tr>
<th>Reseller level</th>
<th>Annual Requirements</th>
<th>Personnel Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registered</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Certified</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Gold</td>
<td><strong>Gold Resellers are required to meet either one of the Annual Qualifying Revenue thresholds according to the country tier where reseller is located</strong></td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td><strong>Tier 1 countries:</strong> Acrobat Commercial &amp; Government Revenue: $150K Creative Commercial &amp; Government Revenue: $375K Combined Education Revenue: $100K &amp; min 10 transactions p/a</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Tier 2 countries:</strong> Acrobat Commercial &amp; Government Revenue: $100K Creative Commercial &amp; Government Revenue: $325K Combined Education Revenue: $60K &amp; min 10 transactions p/a</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Tier 3 countries:</strong> Acrobat Commercial &amp; Government Revenue: $75K Creative Commercial &amp; Government Revenue: $160K Combined Education Revenue: $40K &amp; min 10 transactions p/a</td>
<td></td>
</tr>
<tr>
<td>Platinum</td>
<td><strong>Platinum Resellers are required to meet either one of the Annual Qualifying Revenue thresholds according to the country tier where reseller is located</strong></td>
<td>Appoint an Adobe Product Line Manager (&quot;Dedicated Personnel&quot; in Tier 1 countries. &quot;Shared Personnel&quot; in Tier 2 and 3 countries). See the &quot;Other definitions&quot; section within this guide for more information.</td>
</tr>
<tr>
<td></td>
<td><strong>Tier 1 countries:</strong> Acrobat Commercial &amp; Government Revenue: $1M Creative Commercial &amp; Government Revenue: $1,5M Combined Education Revenue: $700K &amp; min 20 transactions p/a</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Tier 2 countries:</strong> Acrobat Commercial &amp; Government Revenue: $700K Creative Commercial &amp; Government Revenue: $1,4M Combined Education Revenue: $350K &amp; min 20 transactions p/a</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Tier 3 countries:</strong> Acrobat Commercial &amp; Government Revenue: $600K Creative Commercial &amp; Government Revenue $1M Combined Education Revenue: $230K &amp; min 20 transactions p/a</td>
<td>In addition to the above requirement Platinum Reseller must have a Designated Named Resource to drive retention, renewals &amp; deployment</td>
</tr>
</tbody>
</table>
Adobe Partner Connection Reseller Program

Multi-Group Acrobat & Creative - (Commercial, Government & Education)
Annual Qualifying Revenue: SM
VIP, New & Renewals, Full & Partial subscriptions, Device & Named User licenses, CCDA (EEA 1.5), CCDA for government via CLP, CLP & TLP, includes Upgrade Plan

Multi-Group Resellers must have a minimum of two (2) Platinum Reseller subsidiaries within EMEA.
All of the above plus;
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 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.

<table>
<thead>
<tr>
<th>Shrink C</th>
<th>TLP C</th>
<th>TLP G</th>
<th>TLP E*</th>
<th>CLP, &amp; VIP C</th>
<th>CLP, VIP G &amp; CCDA</th>
<th>CLP E, &amp; VIP E</th>
<th>CLP, &amp; VIP WW</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registered Reseller</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Certified, Gold, and Platinum Resellers (no Specialisations)</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Certified + with Education Specialisation</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Platinum with Worldwide Specialisation</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
</tbody>
</table>

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; Resellers are not permitted to accept on the Member's behalf. When inviting a new VIP Member to join VIP, the Reseller must send the email invitation to the potential Member.

A Reseller may also not serve as the primary administrator, but the VIP Member may appoint its Reseller Account Manager as an additional administrator to help manage the Member's account.
Reseller Program level details

Registered Reseller

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

Certified Reseller

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

<table>
<thead>
<tr>
<th>Annual Requirements</th>
<th>Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>All requirements above, plus:</td>
<td>All benefits above, plus:</td>
</tr>
<tr>
<td>Submit the Certified Reseller online application</td>
<td>Eligibility to purchase CLP and VIP commercial products from an Authorised Adobe Distributor or Reseller (lists available on the partner portal)</td>
</tr>
<tr>
<td>Complete the Adobe Business Partner Code of Conduct training. (Minimum of one representative who holds responsibility for overseeing compliance)</td>
<td>Eligibility to earn specialisations for access to CLP, EEA, and VIP education products</td>
</tr>
<tr>
<td></td>
<td>Targeted content for Certified Resellers on the partner portal</td>
</tr>
<tr>
<td></td>
<td>Public listing as a Certified Reseller on the Adobe website and use of Certified Reseller logo</td>
</tr>
<tr>
<td></td>
<td>Eligibility to participate in exclusive Adobe partner events, as invited by Adobe</td>
</tr>
</tbody>
</table>

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 which will be calculated based on the last four (4) completed Adobe fiscal quarters revenue (defined below), according to the thresholds corresponding to the applicable country tier where reseller is located. Only Education Specialised Resellers may qualify to meet the Education Annual Qualifying Revenue thresholds. In addition to meeting the Education Revenue threshold resellers must have booked a minimum of 10 transactions within the Annual period.

<table>
<thead>
<tr>
<th>Annual Requirements</th>
<th>Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>All requirements above, plus:</td>
<td>All benefits above, plus:</td>
</tr>
<tr>
<td>Meet minimum 6 months as an Adobe authorised reseller in the Adobe Partner Connection Program prior to applying at the Gold level</td>
<td>Eligibility to participate in the Deal Registration incentive and receive rebates for qualifying deal submissions.</td>
</tr>
</tbody>
</table>
Gold Resellers are required to meet either one of the below Annual Qualifying Revenue thresholds according to the country tier where reseller is located

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

### Tier 1 countries:
- Acrobat Commercial & Government Revenue: $150K
- Creative Commercial & Government Revenue: $375K
- Combined Education Revenue: $100K & min 10 transactions

### Tier 2 countries:
- Acrobat Commercial & Government Revenue: $100K
- Creative Commercial & Government Revenue: $325K
- Combined Education Revenue: $60K & min 10 transactions

### Tier 3 countries:
- Acrobat Commercial & Government Revenue: $75K
- Creative Commercial & Government Revenue: $160K
- Combined Education Revenue: $40K & min 10 transactions

Eligibility to participate in joint product launches, promotions, or campaigns as invited by Adobe

Complete the Adobe Business Partner Code of Conduct training. (Minimum of one representative who holds responsibility for overseeing compliance)

Eligibility to receive not-for-resale (NFR) copies of select software according to applicable Adobe policy.

Targeted content for Gold Resellers on the partner portal

Public listing as a Gold Reseller on the Adobe website and use of Gold Reseller logo

Access to pre-sales support line

<table>
<thead>
<tr>
<th>Qualifying Revenue</th>
<th>Includes</th>
<th>Excludes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acrobat Revenue Commercial &amp; Government</td>
<td>VIP, CLP, TLP &amp; Upgrade Plan, New &amp; Renewal, Full &amp; Partial year subscriptions, Named User licenses</td>
<td>Non-product revenue (rebates, revenue share, referral fees, etc.), OEM, EA, EA Maintenance &amp; Support, EduServ Renewals, shrinkwrap, ETLA, FLP and enterprise product revenue (including but not limited to DPS, LiveCycle, Connect, Adobe Marketing Cloud, and Adobe Site Catalyst).</td>
</tr>
<tr>
<td>Creative Revenue Commercial &amp; Government</td>
<td>VIP &amp; CCDA via CLP (government), New &amp; Renewal, Full &amp; Partial year subscriptions, Named User licenses</td>
<td></td>
</tr>
<tr>
<td>Education Revenue &amp; minimum 10 transactions per annum</td>
<td>VIP, CLP, TLP, Upgrade Plan &amp; CCDA (EEA 1.5), New &amp; Renewal, Full &amp; Partial year subscriptions, Device &amp; Named User licenses</td>
<td></td>
</tr>
</tbody>
</table>

Qualifying Revenue 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.

### 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 the minimum personnel requirements, in addition to meeting a minimum Annual Qualifying Revenue threshold which will be calculated based on the last four (4) completed Adobe fiscal quarters revenue (defined below), according to the thresholds corresponding to the applicable country tier where reseller is located. Only Education Specialised Resellers may qualify to meet the Education Annual Qualifying Revenue thresholds. In addition to meeting the Education Revenue threshold resellers must have booked a minimum of 20 transactions within the Annual 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.

<table>
<thead>
<tr>
<th>Requirements</th>
<th>Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>All requirements above, plus:</td>
<td>All benefits above, plus:</td>
</tr>
<tr>
<td>Meet minimum 12 months as a Gold Reseller prior to applying at the Platinum level</td>
<td>Assigned an Adobe Business Manager</td>
</tr>
<tr>
<td><strong>Platinum Resellers are required to meet either one of the below Annual Qualifying Revenue thresholds according to the country tier where reseller is located</strong></td>
<td>Eligibility to earn performance incentives (rebates) tied to quarterly objectives and ETLA (rebates) for qualifying Education and Government transactions</td>
</tr>
</tbody>
</table>

**Tier 1 countries:**
- Acrobat Commercial & Government Revenue: $1M
- Creative Commercial & Government Revenue: $1.5M
- Combined Education Revenue: $700K & min 20 transactions

**Tier 2 countries:**
- Acrobat Commercial & Government Revenue: $700K
- Creative Commercial & Government Revenue: $1.4M
- Combined Education Revenue: $350K & min 20 transactions

**Tier 3 countries:**
- Acrobat Commercial & Government Revenue: $600K
- Creative Commercial & Government Revenue: $1M
- Combined Education Revenue: $230K & min 20 transactions

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). Please see the "Other definitions" section within this guide for more information.

In addition to the above requirement Platinum Reseller must have a Designated Named Resource to drive retention, renewals & deployment

Eligibility to purchase commercial and government CLP and VIP products direct from Adobe

Complete the Adobe Business Partner Code of Conduct training. (Minimum of one representative who holds responsibility for overseeing compliance) - Annually

Platinum Resellers may be eligible to receive Marketing Funds, when available and subject to the conditions and selection criteria for their availability

Execute the Platinum Reseller Agreement - Annually

Eligibility to apply for the Worldwide Specialisation subject to execution of a worldwide reseller addendum

Submit end user sell-through and point of sale (POS) reports as specified by Adobe

Targeted content for Platinum Resellers on the partner portal

Platinum Reseller agrees to conduct a Quarterly Business Review attended by key partner and Adobe personnel

Public listing as a Platinum Reseller on the Adobe website and use of Platinum Reseller logo

Must have a Customer Lifecycle Management process, or similar process in place to retain and grow customers and efficiently track and drive Renewals

Platinum Reseller commitment to perform mutually agreed upon Sales & Marketing activities during the fiscal quarter - to be submitted via Quarterly Marketing Plan (QMP)

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.
Platinum Resellers are required to meet either one of the Annual Qualifying Revenue thresholds according to country where Platinum Reseller is located. For the full list of countries by tier refer to the "Other definitions" section within this program guide.

<table>
<thead>
<tr>
<th>Qualifying Revenue</th>
<th>Includes</th>
<th>Excludes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acrobat Revenue</td>
<td>VIP, CLP, TLP &amp; Upgrade Plan</td>
<td>Non-product revenue (rebates, revenue share, referral fees, etc.), OEM, EA Maintenance &amp; Support, EduServ Renewals, shrinkwrap, ETLA, FLP and enterprise product revenue (including but not limited to DPS, LiveCycle, Connect, Adobe Marketing Cloud, and Adobe Site Catalyst).</td>
</tr>
<tr>
<td>Commercial &amp; Government</td>
<td>New &amp; Renewal, Full &amp; Partial year subscriptions, Named User licenses</td>
<td></td>
</tr>
<tr>
<td>Creative Revenue</td>
<td>VIP &amp; CCDA via CLP (government)</td>
<td></td>
</tr>
<tr>
<td>Commercial &amp; Government</td>
<td>New &amp; Renewal, Full &amp; Partial year subscriptions, Named User licenses</td>
<td></td>
</tr>
<tr>
<td>Combined Education Revenue &amp; minimum 20</td>
<td>VLP, CLP, TLP, Upgrade Plan &amp; CCDA (EEA 1.5)</td>
<td></td>
</tr>
<tr>
<td>transactions per annum</td>
<td>New &amp; Renewal, Full &amp; Partial year subscriptions, Named User licenses</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Device &amp; Named User licenses</td>
<td></td>
</tr>
</tbody>
</table>

Qualifying Revenue will be calculated based on the last four (4) completed Adobe fiscal quarters qualifying revenue. For the list of eligible products see the "Definitions" section within this program guide.

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, operating in several countries within EMEA. The Multi-Group will be assigned one (1) Adobe Business Manager that oversees and manages across the entire Reseller Group. Multi-Group 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 Quarterly Performance Revenue Goals based on the Multi-Group business within EMEA. Rebates will be paid out based on the groups overall attainment against the EMEA Quarterly Performance Revenue Goals and will be split according to the percentage share of revenue booked by each Multi-Group Platinum Reseller within the Multi-Group. The above does not apply to the VIP Renewal Performance Goal. We will instead provide the nominated Multi-Group Platinum Reseller subsidiary with the individual Platinum subsidiary Quarterly Performance Revenue Goals within the Quarterly Rebate Letter. The nominated Multi-Group Platinum subsidiary should disperse the VIP Renewal Quarterly Performance Revenue Goals to each Platinum entity within the partner group. Details will be provided in the Quarterly Rebate Letter.

For the purpose of participating under the Multi-Group level each Reseller subsidiary must continue to meet the requirements of the Reseller Program level they are eligible under together with the following additional requirements.

<table>
<thead>
<tr>
<th>Requirements</th>
<th>Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>All requirements per corresponding Reseller Program level plus;</td>
<td>All benefits per corresponding Reseller Program level plus;</td>
</tr>
<tr>
<td>Reseller Group generates Acrobat &amp; Creative Annual licensing revenue of at least $5M (Commercial, Government &amp; Education)</td>
<td>Adobe Business Manager assigned to manage and oversee Multi-Group Reseller business</td>
</tr>
<tr>
<td>Minimum of two (2) Platinum Reseller subsidiaries within EMEA</td>
<td>Certified Multi-Group Reseller subsidiaries are eligible to participate in the Deal Registration incentive and receive rebates for qualifying deal submissions.</td>
</tr>
</tbody>
</table>
One (1) Platinum Reseller subsidiary receives the Multi-Group Reseller EMEA Quarterly Performance Revenue Goals

Quarterly Performance Incentive Rebates (excluding VIP Renewal Incentive) 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

The VIP Renewal rebate will continue to be paid to each individual Platinum subsidiary based on the individual subsidiary performance, not the partner group performance.

<table>
<thead>
<tr>
<th>Qualifying Revenue</th>
<th>Includes</th>
<th>Excludes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acrobat Revenue (Commercial, Government &amp; Education)</td>
<td>VIP, New &amp; Renewals, Full &amp; Partial subscriptions, Device and Named User licenses, CLP &amp; TLP, includes Upgrade Plan</td>
<td>Non-product revenue (rebates, revenue share, referral fees, etc.), OEM, EA, EA Maintenance &amp; Support, EduServ Renewals, shrinkwrap, ETLA, FLP and enterprise product revenue (including but not limited to DPS, LiveCycle, Connect, Adobe Marketing Cloud, and Adobe Site Catalyst).</td>
</tr>
<tr>
<td>Creative Revenue (Commercial, Government &amp; Education)</td>
<td>VIP, CCDA (EEA 1.5), CCDA government via CLP New &amp; Renewals, Full &amp; Partial subscriptions, Device &amp; Named User licenses</td>
<td></td>
</tr>
</tbody>
</table>

Annual Qualifying Revenue will be calculated based on the last four (4) completed Adobe fiscal quarters qualifying revenue. For the list of eligible products see the "Definitions" section within this program guide.

**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.

<table>
<thead>
<tr>
<th></th>
<th>Registered</th>
<th>Certified</th>
<th>Gold</th>
<th>Platinum</th>
<th>Multi-Group</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deal Registration</td>
<td></td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Quarterly Rebates</td>
<td></td>
<td></td>
<td>✓</td>
<td>✓</td>
<td>Platinum only</td>
</tr>
<tr>
<td>Marketing Funds</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>When available and subject to the conditions and selection criteria for their availability</td>
</tr>
</tbody>
</table>
Deal Registration Incentive

The deal registration incentive is designed to reward Adobe resellers for generating demand for Adobe products. Adobe Partner Connection resellers at the Gold, Platinum and Multi-Group Certified, Gold and Platinum Reseller levels are eligible to participate in the deal registration incentive. All eligible resellers may register commercial 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:

<table>
<thead>
<tr>
<th>Buying program/s</th>
<th>Payout per deal</th>
<th>Deal characteristics &amp; criteria</th>
<th>Additional criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>VIP</td>
<td>10% reward</td>
<td>10+ unit deal. Acrobat subscriptions only. Full year or any pro-rated duration. New subscriptions only; renewals are not eligible. All Acrobat SKUs sold through the VIP program only. Available in all vertical markets.</td>
<td>Available only in countries authorised by Adobe. See &quot;Definitions&quot; section within the guide.</td>
</tr>
<tr>
<td>VIP</td>
<td>10% reward</td>
<td>10+ unit deal. Adobe Captivate for teams and Adobe Presenter Video Express for teams subscriptions only. Full year or any pro-rated duration. New subscriptions only; renewals are not eligible. Available in all vertical markets.</td>
<td>Available only in countries authorised by Adobe. See &quot;Definitions&quot; section within the guide.</td>
</tr>
<tr>
<td>VIP</td>
<td>10% reward</td>
<td>10+ unit deal. All Creative Cloud subscriptions SKU’s sold through the VIP Program in the Education vertical market only. Full year or any pro-rated duration. New subscriptions only; renewals are not eligible. Creative Cloud for education deals may mix and match named user and device-based licenses. K-12 School Site License is eligible subject to the 25-unit minimum.</td>
<td>Available only in countries authorised by Adobe. See &quot;Definitions&quot; section within the guide.</td>
</tr>
</tbody>
</table>
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, EEA or term based license.) Upsell opportunities for existing customers are eligible; however, note that new license SKUs for upsell opportunities may not be submitted on the same purchase order as renewal SKUs.

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.

Products eligible for Deal Registration

All eligible VIP Acrobat, VIP Creative Cloud Education, Print & Publishing and Consumer Products (see “Definitions”) are eligible for deal registration. Creative Pro Commercial and Government Products and Acrobat perpetual licenses (TLP & CLP) are not eligible for deal registration.

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

Qualifying Revenue and order eligibility

For 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, FLP, EA, EA Maintenance & Support are not eligible for deal registration.

All deals are capped at $500,000 USD. This cap is inclusive of any products that are ineligible for deal registration. (See “Minimum thresholds”).

Opportunities submitted and/or booked outside of the reseller’s 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 Acrobat VIP-only opportunities, a 10-unit minimum deal size is required. The 10-unit minimum threshold can be achieved with either full-year or pro-rated Acrobat subscription SKUs available through VIP only. Any combination of Acrobat subscription SKUs may be used to meet VIP minimum unit threshold.

For Creative Cloud for Education 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 Creative Cloud for Education subscription SKUs available through VIP. Any combination of Creative Cloud for Education SKUs may be used to meet the VIP minimum unit threshold. Deals may mix and match named user and device based licenses for the purpose of meeting the minimum threshold.

You may not combine Acrobat VIP and Creative Cloud VIP subscription units to meet the 10+ unit minimum thresholds.

For all other opportunities, the $5,000 or $10,000 USD threshold can be achieved with any combination of Eligible Print & Publishing and Consumer Products licensed via TLP, CLP, and VIP. When submitting an opportunity containing multiple license types, select the license type representing the greatest percentage of the opportunity.

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

Deal Registration Incentive Terms & Conditions

• All orders must be placed at least one day after the submit date on the 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.

• Opportunities are valid for 180 days from the approval date.

• A single 60-day extension may be requested through the system prior to the expiration date of the opportunity.

• Eligible products on the order must meet or exceed the applicable payout threshold to earn rebate, even if the 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.

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

Opportunities originating from customer RFP / RFQ bid scenarios may be rejected unless there is adequate justification to show the reseller is adding value to the opportunity; for example, by promoting Adobe if the solution is ambiguous or references an Adobe competitor. Opportunities sourced from bid boards are not eligible for the deal registration incentive. Adobe reserves the right to revoke any opportunity that has been approved if it is discovered that the reseller uncovered the opportunity from a bid board or as a result of a published RFP / RFQ.
Reseller is specifically forbidden from splitting an order received from a customer into multiple orders for the purpose of qualifying the orders for deal registration incentive eligibility, or for more Incentive payout than the single order would warrant.

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

Opportunities are valid for one hundred eighty (180) days from the date of approval. An additional 60-day extension may be provided if requested prior to the original opportunity expiration date and if the opportunity is found by Adobe to be still viable within the next 60 days.

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

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

Deal registration payouts will expire, without exception, four (4) months from the date on which Adobe makes the first attempt to make payment to the reseller, if valid reseller banking information is not on file with Adobe.

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

Resellers agree to preserve the confidentiality of the deal registration incentive and all related program materials. Information about the deal registration incentive is not to be shared with end-user customers 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 EURs/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, Connect, and Digital Publishing Suite (DPS) 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, EA, EEA, and VIP), ETLAs transacted through Distributors, ETLA Commercial transactions, non-product revenue (rebates, revenue share, referral fees, etc.), OEM revenue, EA Maintenance & Support, and enterprise product revenue (including but not limited to DPS, LiveCycle, Connect, Adobe Marketing Cloud, and Adobe Site Catalyst) are specifically excluded from ETLA Qualifying Revenue.

ETLA Deal Registration Incentive for Gold and Platinum Resellers

Adobe wishes to reward partners for sourcing Enterprise Term License Agreement (ETLA) 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 opportunities may be submitted for the deal registration incentive. For the avoidance of doubt, Education and Government ETLA opportunities submitted for the deal registration incentive must be net new opportunities to Adobe. Renewals of existing ETLAs and VIP or other term-based licenses (including EEA and Creative Cloud Desktop Apps via CLP) done via ETLA 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:

<table>
<thead>
<tr>
<th>ETNA Deal Registration</th>
<th>First year transaction that applies to a new ETLA customer/ agreement</th>
<th>Second or third year transaction that applies to an existing ETLA customer/ agreement</th>
<th>First year transaction that applies to an existing ETLA customer and a new ETLA agreement*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eligible</td>
<td>Ineligible</td>
<td>Ineligible</td>
<td>Ineligible</td>
</tr>
</tbody>
</table>

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

If a reseller registers a qualifying TLP, CLP or VIP opportunity, Adobe may, at its sole discretion change it to an ETLA opportunity in the event that it is converted to and closed as an ETLA 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 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 order via an Adobe Authorised Distributor

The order must have been accepted by Adobe for the ETLA 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 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

<table>
<thead>
<tr>
<th>Financial Incentive</th>
<th>Eligibility</th>
<th>Criteria</th>
<th>Qualifying Revenue / Products</th>
<th>Payout</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resale Incentive</td>
<td>Platinum Education &amp; Government only</td>
<td>Platinum Reseller enters into Adobe Partner Sales Order direct with Adobe. ETLA’s transacted through an Adobe Authorised Distributor are not eligible for rebate.</td>
<td>ETLA Education &amp; Government Qualifying Revenue</td>
<td>3% rebate Deals capped at $500,000 USD per deal per year</td>
</tr>
<tr>
<td>Deal Registration Incentive</td>
<td>Gold and Platinum Education &amp; Government only, Net New ETLA first year transactions only</td>
<td>Qualified, approved and claimed ETLA opportunities. Must provide eligible Sales Order number</td>
<td>ETLA Education &amp; Government Qualifying Revenue</td>
<td>10% sourcing rebate Deals capped at $500,000 USD per order</td>
</tr>
</tbody>
</table>

As long as 50% or more of the ETLA 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 to the deal registration incentive.

### Platinum & Multi-Group Platinum Reseller financial incentive summary

<table>
<thead>
<tr>
<th>Financial Incentive</th>
<th>Eligibility</th>
<th>Criteria</th>
<th>Attainment method</th>
<th>Payout</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarterly rebate</td>
<td>Platinum</td>
<td>Revenue, unit, and/or renewal based target(s) determined by Adobe on a quarterly basis.</td>
<td>Payout tiers provided via quarterly rebate letters.</td>
<td>One or more Qualifying Revenue types (see &quot;Definitions&quot;). Variable payout rates.*</td>
</tr>
<tr>
<td>Marketing funds</td>
<td>Platinum</td>
<td>Qualified and approved marketing activities. Reimbursed after proof of activity.</td>
<td>No set amount. Awarded at Adobe’s discretion.</td>
<td>Variable. When available and subject to the conditions and selection criteria for their availability</td>
</tr>
</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>Financial Incentive</th>
<th>Criteria</th>
<th>Payout base</th>
</tr>
</thead>
<tbody>
<tr>
<td>VIP New License Incentive</td>
<td>Sell-through revenue and/or unit target(s) for all new licenses sold through the VIP program only</td>
<td>VIP New License Qualifying Revenue</td>
</tr>
<tr>
<td>VIP Renewal Incentive</td>
<td>Sell-through revenue and/or unit target(s) for Eligible VIP Renewals</td>
<td>VIP Renewal Qualifying Revenue</td>
</tr>
<tr>
<td>Perpetual License Incentive</td>
<td>Sell-through revenue and/or unit target(s) for Eligible Perpetual License Products</td>
<td>Perpetual License Qualifying Revenue</td>
</tr>
<tr>
<td>VIP CCE/DCE Incentive</td>
<td>All new license sales of Creative Cloud for enterprise and Document Cloud for enterprise sold through the VIP program only</td>
<td>All new SKUs for Creative Cloud for enterprise and Document Cloud for enterprise sold through the VIP program only. New SKUs only. Renewal SKUs are not eligible</td>
</tr>
</tbody>
</table>

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

Rebate performance payout

Reseller must agree to reach the performance revenue goals as documented in the Quarterly Business Plan, during the quarter for which the plan is applicable. 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 either the VIP New License or Perpetual License revenue goals for two (2) consecutive fiscal quarters, may result in the termination of Platinum or Multi-Group Platinum Resellers entitlement to participate in that particular incentive for two subsequent Adobe fiscal quarters during the term of the program. In addition, non-meeting a minimum of 75% attainment on either the the VIP New License or Perpetual License revenue goals for four (4) consecutive fiscal quarters, 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.

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Registered</th>
<th>Certified</th>
<th>Gold</th>
<th>Platinum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Training</td>
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<td>Marketing resources for joint promotions and campaigns</td>
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<td>Assigned Adobe Business Manager</td>
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Specialisations

Certified, Gold, Platinum and Multi-Group Certified, Gold and Platinum 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 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://adobe-channeltraining.sabacloud.com.

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).


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.

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

Affinity Program

Affinity Program for Creative Cloud for teams All Apps (Pro Video Edition)

Certified, Gold and Platinum Resellers are eligible to participate in the Affinity Program, subject to acceptance by reseller of the below terms and conditions. The Affinity Program provides resellers with the opportunity to earn a referral fee for submitting qualified Creative Cloud for teams All Apps (Pro Video Edition) opportunities to Adobe. If the referral opportunity is approved by Adobe and results in a completed transaction between the customer and Adobe within one hundred eighty (180) days of approval, the reseller is eligible for a 15% affinity referral fee, as described below.

Program Details:

• Eligible Products: Creative Cloud for teams (complete or single app, full or partial subscriptions)
• Market Segments: Commercial only
• Affinity Referral Fee: 15% of the initial subscription order value
Program Terms and Conditions:

• Reseller must be a Certified, Gold or Platinum Reseller in the Adobe Partner Connection Program. (Registered Resellers are ineligible for this program).

• Reseller must have current banking information on file with Adobe.

• All opportunities must be submitted for approval using Adobe’s Sales Center, and are subject to review and acceptance by Adobe in writing.

• Adobe will contact the customer directly to transact the subscription order. If the order is transacted within one hundred eighty (180) days of the date on which the opportunity was approved by Adobe, the reseller will be eligible for a 15% affinity referral fee.

• Affinity opportunities must be net new to Adobe at the time of submission. Net new is defined as an opportunity that is new to the Adobe sales pipeline and has not been submitted by another reseller or sourced by Adobe.

• The affinity referral fee will be calculated based on 15% of the initial Creative Cloud order value.

• Subsequent add-on orders and renewals are not eligible for Affinity referral fees.

• Affinity referral fee payouts will be made approximately sixty (60) days after the month in which the qualifying order is transacted by Adobe.

• Affinity referral fee payouts will expire, without exception, four (4) months from the date on which Adobe makes the first attempt to make payment to the reseller, if valid reseller banking information is not on file with Adobe.

• In the event that a reseller down-levels to Registered, the reseller will remain eligible to receive affinity referral fees only for opportunities approved by adobe before any such level change.

• The reseller’s Sales Center account will be blocked if the reseller’s account is suspended or terminated. If this occurs, the reseller must work with their Adobe Account Manager or other Adobe representative to close out any outstanding eligible opportunities and/or claims.

Revocation of opportunities

On occasion, Adobe may decide to revoke an opportunity that was previously approved. Scenarios whereby Adobe may revoke a registration are as follows (including and without limitation):

• 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 reseller as soon as the discrepancy is discovered.

• 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 registrations get approved for the same end user by different resellers, and both opportunities were approved by Adobe, the Affinity referral fee will be awarded to the reseller that submitted the first accurate and complete registration approved by Adobe.

• The opportunity 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.

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

If you are interested in receiving more information about the Affinity Program, please contact: PVEsales@adobe.com. An Adobe representative will contact you.
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 reseller’s uplevel request has been approved by Adobe.

Participation in the enrollment process does not guarantee acceptance to the Adobe Partner Connection Program or approval of any 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 2,3,4,5 & 6 of the above steps must 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 60 days to claim any opportunities that have already been submitted and approved by Adobe. All other benefits of the Certified level will remain in full effect.

**Platinum Resellers** - Platinum Resellers being down-leveled to the Gold level will not be eligible for quarterly rebate in future quarters. If a Platinum Reseller is down-leveled during an Adobe quarter, quarterly rebate will be paid at the end of the period if objectives are met per the terms of the Revenue Performance Incentive. Platinum Resellers being down-leveled to the Gold level will not be eligible for new marketing funds after 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**

**VIP New Licenses** are defined as all new license SKUs sold through the VIP program only. All products available on the VIP price lists are eligible including Adobe Captivate for teams and Adobe Presenter Video Express for teams. CCDA for government via CLP is also eligible. For VIP, new license SKUs may be used only for purchases for either 1) additional VIP license quantities (over the quantity of VIP licenses from the prior Subscription Period) for an existing VIP Member or 2) all licenses added during Member’s first Subscription Period for a New VIP Member. New VIP Member means an entity without a prior VIP Agreement or without an Affiliate with a prior VIP Agreement. Changing products within a product family (e.g. Creative Cloud) during the renewal period does not require new license SKUs. For example, a VIP customer may reassign Creative Cloud for teams complete licenses to Creative Cloud for teams single app licenses using renewal SKUs. Refer to the VIP Program Guide for details.

"**VIP New License Qualifying Revenue**" is defined unless otherwise stated herein or in any supplementary documentation provided to the reseller, such as a quarterly rebate letter, as the amount paid to Adobe, less any returns of purchases effected by Reseller ("sell-through value") either directly from Adobe (in the case of Platinum Resellers) or from an Adobe Authorised Distributor, of all new licenses sold through the VIP program only. All products available on the VIP price lists are eligible for this incentive including Adobe Captivate for teams and Adobe Presenter Video Express for teams. CCDA for government via CLP is also eligible. Sell-through value is adjusted for shippable backlog. VIP New License Qualifying Revenue is capped at $500,000 USD per deal.

Full and partial-year subscriptions in all vertical markets for which you are authorised are eligible for this incentive. Only new licenses are eligible. Licenses must be invoiced by the end of the quarter to be eligible. Licenses that are deployed but not invoiced by the end of the quarter are not eligible. Only seats deployed in Platinum Reseller’s home territory are eligible.

**Exclusions;** The following revenue is specifically excluded from New VIP License Qualifying Revenue: Renewal revenue, non-product revenue (rebates, revenue share, referral fees, etc.), OEM, EA Maintenance & Support, shrinkwrap, TLP, CLP (excluding CCDA for government), EA, EEA, ETLA, and non-VIP enterprise product revenue.
(including but not limited to DPS, LiveCycle, Connect, Adobe Marketing Cloud, and Adobe Site Catalyst). When determining whether the definition of qualifying revenue has been met, Adobe will not consider cancelled orders, credit memos, debit memos or invoices that are overdue for payment. For resellers holding the Worldwide Specialisation, revenue booked outside of the reseller’s assigned territory as defined in the APC agreement is also excluded from the VIP New License Qualifying Revenue.

"VIP Renewal Qualifying Revenue" is defined unless otherwise stated herein or in any supplementary documentation provided to the reseller, such as a quarterly rebate letter, as the amount paid to Adobe, less any returns, of purchases effected by Reseller ("sell-through value") either directly from Adobe (in the case of Platinum Resellers) or from an Adobe Authorised Distributor, of all eligible VIP Renewals. Sell-through value is adjusted for shippable backlog. VIP Renewal Qualifying Revenue is capped at $500,000 USD per deal.

Eligible VIP Renewals are defined as all VIP renewal SKUs for all products available on the VIP price lists. VIP licenses must be eligible for renewal within the specified Adobe fiscal quarter. Renewal licenses must be invoiced by Adobe by the end of the quarter to be eligible. Renewals in all vertical markets for which you are authorised are eligible. Only renewals for licenses deployed in Platinum Reseller’s home territory are eligible.

Exclusions; the following revenue is specifically excluded from VIP Renewal Qualifying Revenue: New VIP licenses, non-product revenue (rebates, revenue share, referral fees, etc.), OEM, EA Maintenance & Support, shrinkwrap, TLP, CLP, EA, EEA, ETLA, EduServ renewals and all non-VIP enterprise product revenue (including but not limited to DPS, LiveCycle, Connect, Adobe Marketing Cloud, and Adobe Site Catalyst). When determining whether the definition of qualifying revenue has been met, Adobe will not consider cancelled orders, credit memos, debit memos or invoices that are overdue for payment. For resellers holding the Worldwide Specialisation, revenue booked outside of the reseller’s assigned territory as defined in the APC agreement is also excluded from the VIP Renewal Qualifying Revenue.

"Perpetual License Qualifying Revenue" is defined unless otherwise stated herein or in any supplementary documentation provided to the reseller, such as a quarterly rebate letter, as the amount paid to Adobe, less any returns, of purchases effected by Reseller ("sell-through value") either directly from Adobe (in the case of Platinum Resellers) or from an Adobe Authorized Distributor, for licensing of Eligible Perpetual License Products. Perpetual License Qualifying Revenue includes upgrade plan that is sold through to end users. Sell-through value is adjusted for shippable backlog. Perpetual License Qualifying Revenue is capped at $500,000 USD per deal.

Eligible Perpetual License products are defined as all Adobe desktop products available through the TLP and CLP buying programs only, including Adobe Captivate 10 and Adobe Presenter 12. All Licenses in all vertical markets for which you are authorised are eligible. Creative Professional products and CCDA for government through CLP are excluded from the qualifying revenue.

Exclusions; the following revenue is specifically excluded from Perpetual License Qualifying Revenue: VIP, any other subscription-based revenue, non-product revenue (rebates, revenue share, referral fees, etc.), OEM, EA Maintenance & Support, EEA, shrinkwrap, ETLA, FLP, enterprise product revenue (including but not limited to DPS, LiveCycle, Connect, Adobe Marketing Cloud, and Adobe Site Catalyst). When determining whether the definition of qualifying revenue has been met, Adobe will not consider cancelled orders, credit memos, debit memos or invoices that are overdue for payment. For resellers holding the Worldwide Specialisation, revenue booked outside of the reseller’s assigned territory as defined in the APC agreement is also excluded from the Perpetual License Qualifying Revenue.

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

Qualifying Revenue definitions - Gold and Platinum Reseller revenue thresholds

Creative Commercial and Government Qualifying Revenue includes the following Adobe Products: Creative Cloud for teams, Creative Cloud for enterprise through VIP only, CCDA for government via CLP, as well as Adobe Audition, Adobe Muse, Adobe Premiere Pro, After Effects, Dreamweaver, Edge Animate, Edge Inspect, Flash Professional, Illustrator, InCopy, InDesign, Photoshop, Prelude, Speedgrade and Adobe Stock (Bundled with CCT and Standalone).
VIP full or partial year subscriptions, new and renewals seats are eligible. For resellers holding the Worldwide Specialisation, revenue booked outside of the reseller’s assigned territory as defined in the APC agreement is excluded.

**Creative Education Qualifying Revenue** includes the following Adobe Products: Creative Cloud for education (device and named user), Creative Cloud for enterprise through VIP only, CCDA (EEA 1.5) 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. VIP full or partial year subscriptions, new and renewals seats are eligible.

The following revenue is specifically excluded from Creative Commercial, Government and Education Qualifying Revenue: Non-product revenue (rebates, revenue share, referral fees, etc.), OEM, EA, EA Maintenance & Support, EduServe Renewals, shrinkwrap, ETLA, FLP, enterprise product revenue (including but not limited to DPS, LiveCycle, Connect, Adobe Marketing Cloud, and Adobe Site Catalyst), and all Creative Suite Professional products.

**Acrobat Commercial and Government Qualifying Revenue** includes the following Adobe Products: All Adobe desktop products excluding Creative Pro Products and excluding Creative Suite Professional products. Document Cloud for enterprise through VIP only is also included.

**Acrobat Education Qualifying Revenue** includes the following Adobe Products: All Adobe Education desktop products excluding Creative Pro Products and excluding Creative Suite Professional products. Document Cloud for enterprise through VIP only is also included.

The following revenue is specifically excluded from Acrobat Commercial, Government and Education Qualifying Revenue: Non-product revenue (rebates, revenue share, referral fees, etc.), OEM, EA, EA Maintenance & Support, EduServe Renewals, shrinkwrap, ETLA, FLP, enterprise product revenue (including but not limited to DPS, 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.

**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 http://www.adobe.com/aboutadobe/volumelicensing/ (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.
"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

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