



Product Expertise

Adobe Products	
Other Products	

Products Currently Sold

Adobe Products	
Other Products	

Services Offered

Primary Focus	
Secondary Focus	
Not Significant	
Not Offered	

Vertical Focus

Primary Focus	
Secondary Focus	
Not Significant	
Not Offered	

COMPLIANCE QUESTIONS

TERMS & CONDITIONS

ADOBE PARTNER CONNECTION PROGRAM RESELLER AGREEMENT

Effective Date: Date of Adobe's acceptance of Reseller's application

NOTICE: This Adobe Partner Connection Program Reseller Agreement, the Adobe Partner Connection Reseller Program Guide, and the terms and conditions, rules or documents incorporated by reference in this Agreement (together, the "Agreement") form a legally binding contract between you ("Reseller") and Adobe Systems Software Ireland Limited ("Adobe") in relation to your resale of Adobe software products ("Software Products"; as defined below). In order to resell Software Products under the Adobe Partner Connection Program, you must first agree to the terms and conditions of the Agreement, by clicking to accept where this option is made available to you. You may not resell Software Products if you do not accept the Agreement.



BACKGROUND

A. Reseller wishes to be licensed, and Adobe permits Reseller, to resell Software Products (defined below) in the Territory, subject to the terms and conditions of this Agreement.

B. This Agreement comprises these terms and conditions, the Program Guide (defined below), and the terms and conditions, rules or documents incorporated by reference in this Agreement (together, the "Agreement).

AGREED TERMS

1. DEFINITIONS

In this Agreement, the following terms and expressions will have the following meanings. Any terms not defined below will have the meanings ascribed to them in Program Guide.

1.1 "Adobe Group" means Adobe and its subsidiaries and affiliates.

1.2 "Adobe Maintenance and Support Programs" means Adobe's standard maintenance and support programs for Software Products, the terms of which are available at the Adobe Support Website (or its successor website thereto) and incorporated into this Agreement by reference.

1.3 "Adobe Support Website" means Adobe's website detailing Adobe's maintenance and support programs, http://www.adobe.com/support/programs/policies/terms_customer.html (or any successor website).

1.4 "Authorized Adobe Distributor(s)" means an entity in the Territory that has entered into a contract with Adobe for the distribution of Software Products in the Territory, under the Partner Program.

1.5 "Authorized Programs" means the various Adobe licensing programs under which Reseller is authorized to resell Software Products, that are more particularly described in the Program Guide. "Authorized Programs" includes "New/Ad-hoc Programs".

1.6 "Change in Control" in relation to a party, means that:

(A) there occurs a material change in control of that party having regard to any matter which relates to control of a corporation, including legal or beneficial ownership of shares, voting rights, rights to receive income or capital and rights to appoint directors; or

(B) that party disposes of all or substantially all of its assets.

1.7 "Claim" or "Loss" means, in relation to any person, any damage, loss, cost, expense or liability incurred by the person or a claim, action, proceeding or demand made against the person, however arising and whether present or future, fixed or unascertained, actual, threatened or contingent.

1.8 "Criteria for Appointment and Performance" means the criteria and requirements for appointment as a reseller of the Software Products under the Partner Program, as set forth in the Program Guide.

1.9 "Documentation" means the manuals, registration information, supporting documentation and other materials, whether of a technical nature or otherwise, provided with the Software by Adobe.

1.10 "End User" means a licensee of Software Products who acquires Software Products for its own use rather than distribution, and excludes distributors, resellers, third party vendors, systems integrators, commission agents, or other parties who have licensed the Software Products from Adobe for distribution or resale.

1.11 "End User License Agreement" or "EULA" means Adobe's then current Software Product End User license agreements for the relevant Software Product, that is included with each Software Product generally in electronic form as part of a product installer.

1.12 "Gray Market/Unauthorized Products" means Adobe software products: (A) that were originally distributed or intended for distribution outside the Territory; or (B) that are not sold in compliance with the terms and restrictions of Authorized Programs, including Adobe software products that are diverted from an intended channel into another channel, that are made to appear as full commercial versions when in fact they were initially distributed by Adobe as Education Versions, Government Versions, Upgrade Products, OEM versions or other versions under Authorized Programs.

1.13 "Intellectual Property" means all intellectual property rights of whatever nature anywhere in the world, including all rights conferred under statute, common law or equity, including trade mark rights,



service mark rights, patents rights, copyrights, design rights and trade secrets, any rights to apply for registration (to the extent registerable) of any of the foregoing rights.

1.14 “Law” includes common law, principles of equity, statutes, regulations, constitutional provision, treaty, decree, convention, proclamations, ordinances, by-laws, ministerial declarations or the like, rules, regulatory principles and requirements, licensing requirements or conditions, rules (whether statutory or not) of any relevant industry body, codes of conduct whether mandatory or adopted by a party, writs, orders, injunctions, judgments and generally accepted accounting principles, whether in the Territory or any other relevant jurisdiction.

1.15 “Media” means the physical property in and the physical copy of the Software, specifically the DVD-ROM, CD-ROM or other media.

1.16 “New/Ad-hoc Programs” has the meaning ascribed to it in clause 2.3(C) (New/Ad-hoc Programs).

1.17 “NFR Software” means Software that is not for resale and may only be used by Reseller solely for demonstration purposes.

1.18 “Other Authorized Resellers” means other resellers who are authorized under the Partner Program to resell Software Products.

1.19 “Partner Program” means Adobe’s then current partner program for Authorized Adobe Distributors and resellers (known as “Adobe Partner Connection Program” as at the Effective Date of this Agreement).

1.20 “Partner Program Benefits” are the benefits provided by Adobe to Reseller under the Partner Program, subject to Reseller fulfilling the Criteria for Appointment and Performance as well as the terms and conditions established under the Partner Program.

1.21 “Personal Information” means any information that identifies or can be used to identify an individual. Personal information may relate to any individual, including, but not limited to End Users.

1.22 “Program Guide” means Adobe’s program guide for resellers under the Partner Program (known as “Adobe Partner Connection – Reseller Program Guide” as at the Effective Date of this Agreement) and any subsequent versions which Adobe may issue from time to time, that are incorporated by reference into this Agreement.

1.23 “Reseller Location” means those physical locations from which Reseller operate, where NFR Software will be installed.

1.24 “Software” means the Adobe proprietary software.

1.25 “Software Products” means copies of the Software, Works, Media and Documentation supplied to Reseller by Authorized Adobe Distributors under the Authorized Programs. In this Agreement, a reference to “Software Products” will include a reference to the applicable Adobe Maintenance and Support Programs.

1.26 “Term” has the meaning ascribed to it in clause 12.1(Term).

1.27 “Territory” means the territory designated for Reseller in the Program Guide.

1.28 “Upgrade Products” means Software Products made available to licensees of authorized, full, specific previous versions of Software for upgrading to the then current version of Software Products, that are designated as “Upgrade Products” on the License Fee List.

1.29 “Work(s)” means the photographs, illustrations, images, videos, 3D assets, templates (including any copyrighted material included within a template or submitted with a template) or other pictorial or graphic work (collectively “Work”) that you purchase or download through any Adobe websites.

2. APPOINTMENT AND LICENSE

2.1 Criteria for Appointment and Performance

(A) Reseller represents and warrants to Adobe that it meets and will continue to meet the Criteria for Appointment and Performance.

(B) Reseller acknowledges and agrees that Partner Program Benefits are being made available to Reseller subject to Reseller meeting and fulfilling the Criteria for Appointment and Performance and in consideration of Reseller complying with the terms and conditions of this Agreement.



(C) In the event or at any time that (1) Reseller does not meet Criteria for Appointment and Performance or fails to perform any other obligations set forth in this Agreement, or (2) Adobe reasonably determines that Reseller does not qualify for its then Membership Level under the Partner Program or qualifies for a different Membership Level, Adobe is entitled, at its option to, (a) remove, suspend, withhold or refuse payment of any Partner Program Benefit; (b) change Reseller's Membership Level (if applicable) by written notification pursuant to clause 11 (Modifications by Adobe); or (c) terminate this Agreement pursuant to clause 12.3 (Termination with Cause), without prejudice to all its other rights and remedies

2.2 Nature of Appointment and License

(A) Subject to the terms and conditions set forth herein, Adobe grants Reseller, and Reseller accepts, a non-exclusive and non-transferable license to license Software Products under the Authorized Programs from Authorized Adobe Distributors only to End Users in specific regions in the Territory, more particularly described in Exhibit A (Appointment in Authorized Regions, unless otherwise approved by Adobe in writing.

(B) This Agreement will not be interpreted or construed as an agreement between Adobe and Reseller for the sale of Software Products. Reseller must advise End Users to whom Reseller resells Software Products that Reseller has a license to supply the Software Products and that the Software Products have not been sold.

(C) Adobe reserves the right to:

- (1) deal directly in the Software Products in the Territory, including the right to license End Users directly, via Internet distribution or otherwise;
- (2) license distributors and other resellers to distribute the Software Products in the Territory;
- (3) provide technical support in the Territory; and
- (4) enter into arrangements or agreements with third parties (including but not limited to End Users, resellers, or systems integrators) in connection with the Software Products in the Territory

2.3 Program Guide and Authorized Programs

(A) Reseller agrees to comply with the Program Guide.

(B) Adobe reserves the right at any time to (1) update, revise or modify the Program Guide, Partner Program, and Authorized Programs, or (2) withdraw or cancel the Partner Program or any Authorized Program, by giving notice to Reseller.

(C) New/Ad-hoc Programs

(1) From time to time, Adobe may make available to Reseller, Software Products or other Adobe products, under new or modified licensing programs, arrangements or schemes ("New/Ad-hoc Program Products"), in respect of which additional or different terms and conditions apply ("New/Ad-hoc Programs") ("New/Ad-hoc Program Terms").

(2) Adobe will notify Reseller of the New/Ad-hoc Programs and the New/Ad-hoc Program Terms. The New/Ad-hoc Program Terms are incorporated into this Agreement by reference. Reseller's placement of orders with Authorized Adobe Distributors for New/Ad-hoc Program Products will be deemed Reseller's unequivocal acceptance of the New/Ad-hoc Program Terms. Reseller acknowledges and accepts that save as expressly modified by the New/Ad-hoc Program Terms, the terms and conditions of this Agreement will continue to apply to Reseller's resale of New/Ad-hoc Program Products. Adobe, in its sole discretion, may also require Reseller to acknowledge in writing, Reseller's acceptance of the New/Ad-hoc Program Terms.

3. LICENSE RESTRICTIONS

3.1 Reseller's appointment under this Agreement is subject to the following restrictions:

(A) Authorized Programs; Territory Restrictions, Anti-Piracy and Gray Market/Unauthorized Products

(1) Reseller will not supply Software Products to anyone outside the Territory.

(2) Reseller will not deal in illegal copies of Adobe software products or Gray Market/Unauthorized Products.

(3) Reseller may only deal in Software Products under the Authorized Programs, and unless otherwise approved by Adobe in writing, Reseller may supply each Software Product only to End Users who meet



the eligibility criteria. It is the responsibility of Reseller to verify the status of any particular end user or reseller wishing to purchase Software Products.

(4) Reseller must not supply, or must promptly cease supplying Software Products, to anyone:

(a) whom Reseller knows, ought to know, or has reason to believe, is supplying or intends to supply:

(i) Software Products outside the Territory;

(ii) Software Products to End Users who do not meet the eligibility criteria under the Authorized Programs;

(iii) Gray Market/Unauthorized Products; or

(b) whom Adobe notifies Reseller no longer meets the eligibility criteria under the Authorized Programs.

(5) Reseller must promptly notify Adobe if Reseller is aware of any occurrence of the activities described in clause 3.1(A)(1) to 3.1(A)(4)(a) above, whether carried out by Reseller or others.

(6) Reseller must advise End Users of the restrictions set forth in this clause 3.1(A) (Authorized Programs; Territory Restrictions, Anti-Piracy and Gray Market/Unauthorized Products).

(B) Orders from Authorized Adobe Distributors only. Adobe agrees to supply Software Products to Reseller on the condition that Reseller does not acquire Software Products directly or indirectly from anyone other than Authorized Adobe Distributors.

(C) EULA is Applicable

(1) Reseller acknowledges and accepts that each Software Product is to be licensed to End Users in accordance with the terms and conditions of the EULA applicable to the Software Product. The terms of the EULA are not negotiable and must not be amended or modified for any End User.

(2) It is Reseller's responsibility to ensure that an End User has accepted the terms of the End User License Agreement. Acceptance of the End User License Agreement is demonstrated either by the End User "accepting" the terms during the installation process or by physically executing a copy of the End User License Agreement. If Reseller is installing the Software Product for the End User, it must obtain written authorization from the End User to accept the terms of the End User License Agreement on behalf of the End User. Reseller may not utilize the Software Product for its own internal business use except pursuant to a separate licensing agreement for that purpose

(D) No Alteration of Design and Packaging. Reseller may resell the Software Products solely in the original form and packaging provided by Adobe. Reseller must not remove any item or document from the Software Product package, alter the design or contents of any Software Product or NFR Software, or alter or remove any of Adobe's or its licensors' copyright notices or other designations that appear or may appear in or on the Software Products and NFR Software. In addition, Reseller agrees to resell Software Products that are "Collections" or "Suites" intact and not to separate any of the contents of "Collections" or "Suites" packages for individual distribution.

(E) No Rental or Lease. Reseller agrees not to resell the Software Products by rental or lease.

(F) Restrictions on Copying and Decompiling

(1) Reseller agrees that it will not reverse engineer, decompile, translate, disassemble, make copies, make media translations or make any attempt to discover the source code of any part of the Software Products, Documentation or NFR Software, except to the extent expressly mandated to be permitted by operation of an applicable Law or expressly permitted by Adobe in a prior written consent.

(2) If Reseller comes into possession of any source code for any Adobe product that is not generally provided by Adobe as part of the Software Product or NFR Software, Reseller will not use or disclose the source code in any way, and will immediately deliver all copies of the source code to Adobe.

(G) Government Agreements. If authorized to sell to government entities, Reseller, in making proposals and agreements with government entities that involve the Software Products, must take all reasonable steps to ensure that Adobe's proprietary rights in the Software Products receive the maximum protection available from those government entities for commercial computer software and related documentation developed at private expense. This clause 3.1(G) (Government Agreements) will not be construed to



expand the scope of Reseller's rights set forth in clause 2.2 (Nature of Appointment and License) of this Agreement.

(H) NFR Software

(1) From time to time, Adobe may provide Reseller with NFR Software. Subject to the terms of this Agreement and Reseller's compliance with the EULA, Adobe grants Reseller a non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable, limited licence to use the NFR Software (in executable code form) solely for the non-production purposes of demonstrations and internal and promotional training purposes, ("Non-Commercial Training") at:

- (a) Reseller Locations and all facilities rented or leased on a temporary basis for the explicit purpose of providing instructor-led, classroom technical training;
- (b) a rented or leased classroom facility; or
- (c) an End User's site (provided that the NFR Software may not be installed on an End User's systems, servers or network without the prior written consent of Adobe).

(2) By way of illustration only, Non-Commercial Training may include internal training of Reseller's employees for the purposes of Reseller's business in relation to the Software Products and free training sessions conducted by Reseller for the purposes of promoting Software Products to third parties. Non-Commercial Training will not include any training services conducted by Reseller where the services are part of Reseller's business (e.g. training services conducted by training centres).

(3) Upon request by Adobe, Reseller must provide Adobe with reports detailing the number of copies of NFR Software received by Reseller and the Reseller Locations to which copies thereof have been sent.

3.2 Adobe is entitled to terminate this Agreement pursuant to clause 12.3 (Termination With Cause) without prejudice to all its other rights and remedies, if Reseller breaches any of the provisions in this clause 3 (License Restrictions).

4. ORDERS AND RETURNS

4.1 Reseller Orders . Before placing any order with Authorized Adobe Distributors for Software Products, Reseller must ensure that it has received corresponding orders from End Users for the Software Products. The number of licenses indicated on the purchase order issued by Reseller cannot exceed the number of licenses ordered by the End User. Reseller is required to maintain records of all orders for Authorized Programs that it processes. Upon request by Adobe, Reseller must provide Adobe with documentary proof that Reseller has complied with this clause 4.1 (Reseller Orders). 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.

4.2 Returns. Neither Adobe nor Authorized Adobe Distributors are obligated to accept any return of Software Products purchased by Reseller or provide any refund of any monies or credit to Reseller. Nothing contained in this Agreement will prejudice any right of return that an End User has under the EULA or under any compulsory consumer Law that applies to the End User. If Adobe, in its sole discretion, accepts a return of a Software Product, Reseller must comply with all of Adobe's terms and conditions for the return.

4.3 Quarterly Certification. During the Term, at the end of each Adobe Quarter, Reseller must submit a report certifying: (A) that its license orders are correct and are supported by actual ordering documentation from End Users or Other Authorized Resellers, as described in Clause 4.1 (Reseller Orders); and (B) its compliance with the terms set out in Exhibit A (Adobe Order Certification) (both collectively "Quarterly Certification"). The format of such Quarterly Certification will be prescribed by Adobe. At its sole discretion, Adobe may request, and Reseller must provide, copies of all such supporting documentation and the contact information of the person who is authorized to complete such certification.

5. RESELLER'S OBLIGATIONS



5.1 Rules of Engagement for All Customer Accounts

(A) **Partner Program Precondition.** The Partner Program seeks to reward resellers who invest resources in the Adobe brand and expend effort in developing customer accounts and relationships. As such, Adobe expects its resellers to adhere to certain standards, namely the “Rules of Engagement” as further described in clause 5.1(B), in order to receive the Partner Program Benefits. Hence, notwithstanding that Reseller meets all Criteria for Appointment and Performance, Reseller is not entitled to receive, and payment of, any Partner Program Benefits (including but not limited to rebates, Deal Registration Incentive and marketing funds) for a customer account or deal where Reseller fails to meet the standards prescribed by the “Rules of Engagement” for that customer account or deal.

(B) **Rules of Engagement.** In this Agreement, the “Rules of Engagement” includes the following: (1) Working with Reseller’s customers to understand and define the customer’s requirements in relation to Adobe products; (2) Working with Reseller’s customers and with Adobe to ensure that the customers obtain sufficient licenses to cover their installation/deployment requirements; (3) Conducting negotiations with Reseller’s customers on the deal or facilitating discussions between Adobe and the customer on the deal; (4) Maintaining a good relationship with Reseller’s customer throughout the negotiations/discussions; and (5) Cooperating with Adobe at all times to ensure that deals close smoothly.

5.2 Upgrade Products. Upgrade Products are intended for upgrading previous versions of Software Products and are in fact a benefit extended to licensees of authorized, full versions of Software Products. Reseller must ensure that Upgrade Products are supplied only in accordance with this principle.

5.3 Notification of Infringement. Reseller must immediately inform Adobe by e-mail, facsimile or telephone (with written confirmation by mail), if it becomes aware of any facts indicating that Reseller or any person, entity, or firm is or may be infringing any Intellectual Property rights of Adobe or its licensors and suppliers, dealing in illegal copies of Adobe software products, or engaging in unauthorized distribution of any Software Product, NFR Software or Gray Market/Unauthorized Products.

5.4 Records and Inspections. During the Term and for at least 2 years after the expiry or termination of this Agreement: (A) Reseller agrees to maintain a complete, clear and accurate record of all matters pertaining to the resale of Software Products, use of NFR Software and participation in the Partner Program, under this Agreement, including but not limited to records pertaining to Reseller’s obligations under clause 4 (Orders and Returns) and clause 5 (Reseller’s Obligations); and (B) Reseller may permit either Adobe’s internal compliance auditor, chief compliance officer or his/her designate, or an independent third party (who is nominated by Adobe and bound by reasonable confidentiality undertakings), to audit and inspect its books, records and all other relevant information and documents (wherever located) pertaining to Reseller’s resale of Software Products, use of NFR Software and participation in the Partner Program, under this Agreement, to ensure compliance by Reseller of the obligations contained in this Agreement. Any inspection and audit will be conducted during regular business hours upon 7 days’ prior written notice to Reseller, and in a manner as not to interfere with the normal business activities of Reseller. Adobe will bear the expense of the audit, unless Reseller is found to be non-compliant with this Agreement, in which case the audit will be at the expense of Reseller.

5.5 Consent. Reseller must ensure that it has all necessary consents from End Users, including all necessary consents under applicable data protection, electronic communications and privacy Laws, for Adobe to enter and use Personal Information provided by or on behalf of Reseller, including consents for the use of data by Adobe for product and marketing communications with End Users.

5.6 Data Protection and Privacy

(A) In collecting, processing, recording, storing, registering, disclosing, transferring and using data (including Personal information) and in maintaining records, Reseller must: (1) fully comply with any applicable privacy protection regulations, data protection regulations and other applicable Laws, and (2) only do so, directly or indirectly, if required to perform its obligations under this Agreement, and in accordance with (a) applicable local and international privacy and data protection Laws, and (b) the Adobe Online Privacy Policy (available at <http://www.adobe.com/ap/misc/privacy.html>).



(B) Without limiting the generality of the foregoing, Reseller must make all appropriate registrations and must apply for all appropriate authorizations, approvals, and licenses so as to enable an inspection or audit as referred to above, or the transfer of the data to Adobe and any third parties designated by Adobe, and their holding and use by Adobe and any third parties designated by Adobe, for any purposes specified by Adobe, and in so far as permitted under the applicable privacy protection regulations and the applicable data protection regulations.

(C) In addition to Reseller's obligations under clause 8 (Confidentiality), Reseller acknowledges and agrees that, as between Reseller and Adobe, Personal information that Reseller collects, processes, records, stores, transfers or receives from or on behalf of the Adobe Group, or directly from End Users, Other Authorized Resellers or other persons in relation to the Adobe Group or its products or services, will be considered Confidential Information.

(D) Reseller may only use Adobe Personal Information and Adobe Confidential Information (together, "Adobe Information") for purposes of performing its obligations under this Agreement. Reseller is not entitled to use Adobe Information for its own purposes or for the purpose of any third party, firm or enterprise (including any affiliate of Reseller). Before providing Adobe Information to any third party, including a potential subcontractor or service provider, Reseller must obtain Adobe's written approval for the disclosure.

(E) Reseller must develop, implement, maintain, and monitor a comprehensive, written information security program that contains administrative, technical and physical safeguards to protect against anticipated threats or hazards to the security, confidentiality or integrity of Adobe Information, including the unauthorized or accidental acquisition, destruction, loss, alteration or use of, and the unauthorized access to, Adobe Information. Reseller will be responsible for any information security incident involving Adobe Information that is handled by, or on behalf of, Reseller. Reseller must notify the Adobe security contact by telephone (800-285-1203) and subsequently via written notice immediately (and in any event within 48 hours) whenever Reseller reasonably believes that there has been an unauthorized acquisition, destruction, modification, use, or disclosure of, or access to, Adobe Information that is handled by, or on behalf of, Reseller ("Breach"). After providing notice, Reseller will investigate the Breach, take all necessary steps to eliminate or contain the exposures that led to the Breach, and, within 7 days of identifying the Breach, provide Adobe with a written report detailing mitigation steps taken by Reseller in response to the occurrence.

(F) Reseller will indemnify and hold the Adobe Group and any third parties designated by Adobe harmless against any and all Claims (including legal fees on a solicitor-and-client basis) arising from, in connection with, or based on allegations of, any of the following: (1) any violation of the requirements of this clause 5.6 (Data Protection and Privacy); (2) any Breach; (3) any negligence or wilful misconduct of Reseller or any third party to whom Reseller provides access to Adobe Information or systems, with respect to security or confidentiality of Adobe Information; (4) remedial action taken by Adobe as the result of a Breach; and (5) any other costs incurred by Adobe with respect to Adobe's rights in this clause 5.6 (Data Protection and Privacy).

(G) Reseller's obligation of indemnification will survive the expiration or termination of this Agreement

5.7 Reseller's Representations and Warranties

(A) Reseller warrants and represents to Adobe that:

- (1) Reseller is validly existing under the Laws of its place of incorporation and has the power and authority to carry on its business as the business is being conducted;
- (2) Reseller has the power and authority to enter into and observe its obligations under this Agreement;
- (3) Reseller will comply with all Laws that are related in any way to the performance of its obligations under this Agreement;
- (4) Reseller has all necessary licenses, approvals, permits and consents to enter into this Agreement and perform its obligations under this Agreement;



(5) Reseller will not make any representations or warranties with respect to the Software Products which exceed the limited warranties made by Adobe in the EULA;

(6) all information which Reseller has, or which any of its representatives have, provided to Adobe or any representative of Adobe in connection with this Agreement prior to the Effective Date or during the Term, including all information provided to Adobe in the course of partner onboarding procedures, is true, correct, complete and accurate in every respect and is not misleading or deceptive (including by omission), and Reseller will update or correct (via email to Adobe at Integrity@Adobe.com), in a timely manner, any information that it previously submitted that it knows has changed or is no longer true, correct, complete and accurate;

(7) Reseller's activities, collaterals, materials and websites associated with the Software Products will not incorporate Restricted Content. "Restricted Content" means images or content that are in any way unlawful, offensive, profane, harmful, threatening, defamatory, libelous, slanderous, obscene, harassing or racially, ethically or otherwise objectionable; facilitates illegal activity, promotes or depicts sexually explicit images, obscene or pornographic images; promotes or depicts violence; promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; incorporates any materials that infringe or assist others to infringe on any Intellectual Property rights; or contains or promotes politically sensitive or controversial issues (collectively "Restricted Content"); and

(8) Reseller will not represent that it is, or hold itself out as, authorized to act on behalf of Adobe.

(B) Reseller undertakes, during the Term and for a period of 3 months after the expiration or termination of this Agreement, to promptly notify Adobe, if Reseller becomes aware of any information that would alter any warranty or representation made by Reseller pursuant to this clause 5.6 (Reseller's Representations and Warranties).

(C) If Reseller breaches this clause 5.7 (Reseller's Warranties and Representations) or any part thereof, Adobe is entitled to terminate this Agreement pursuant to clause 12.3 (Termination With Cause) without prejudice to all its other rights and remedies.

5.8 Ethical Conduct and Compliance

(A) **Adobe Business Partner Code of Conduct.** Reseller must conduct its business in a manner that reflects favorably upon the Software Products and Adobe. Without prejudice to any other provision in this Agreement, Reseller agrees to comply with the principles outlined in the Adobe Business Partner Code of Conduct set forth at

http://www.adobe.com/corporateresponsibility/pdfs/adobe_business_partner_code_of_conduct.pdf (or successor website thereto) and incorporated into this Agreement by reference.

(B) Reseller Compliance with Law; Anti-corruption

(1) Reseller must comply with all applicable Laws in all countries in which Reseller conducts business. The fact that in some countries certain Laws prohibiting particular conduct are not enforced in practice, or that violation is not subject to public criticism or censure, will not excuse noncompliance with those Laws.

(2) Reseller warrants and represents, and will so certify if requested by Adobe, that neither Reseller nor any of its officers, directors, employees, agents or other representatives has provided or will provide, directly or indirectly through any third party, to any government official, employee of any government entity or instrumentality, or any candidate for political or public office, anything of value for the purpose of: (a) influencing any act or decision of that person in their official capacity; (b) inducing that person to use their influence with the governmental agency or instrumentality to affect or influence any act or decision thereof; or (c) securing any improper advantage.

(3) Reseller further warrants and represents that: (a) none of its officers, directors, employees, agents, or other representatives are a government official, employee of any government entity or instrumentality, or candidate for political or public office, and (b) it will communicate to all of its employees, agents and third parties performing any services or actions in furtherance of this Agreement, the requirements of clause 5.8(B)(2) above, including the prohibitions on corruptly influencing any government official, employee of any government entity or instrumentality, or any candidate for political or public office.



4) If Reseller breaches any of the covenants set forth in clause 5.8(B) above:

(a) at the election of Adobe, this Agreement will become void;

(b) Adobe will have a right of action against Reseller for the amount of any monetary payment or thing of value made or given by Reseller in breach of any covenants;

(c) all obligations by Adobe to pay any sum of money to Reseller (including but not limited to Partner Program Benefits) will cease immediately; and

(d) Adobe may at its sole discretion, rescind this Agreement, Reseller must immediately return any sum of money paid to Reseller arising from any transaction in violation of clause 5.8(B)(2) above.

(C) Conflict of Interest

(1) Reseller must inform Adobe prior to signature of this Agreement and after having made diligent checks and enquiries, whether (a) any of Reseller's officers, directors or Relevant Staff Members (as defined below) or (b) any shareholders holding 10% or more of the shares or equity in Reseller or an affiliate of Reseller are Related (as defined below) to any officer, director or Relevant Staff Member of Adobe. In the absence of notification, Reseller is deemed to have confirmed that no Relation exists to the best of Reseller's knowledge, as of the Effective Date of this Agreement.

(2) The term "Related" will include any of the following relationships: spouse, children, parents, parents-in-law, siblings, brother/sister-in-law, uncles, aunts, nieces and nephews, and the term "Relation" will be construed accordingly. The term "Relevant Staff Member" will include employees (as the case may be) who are engaged in marketing, purchasing or selling the Software Products.

(3) Reseller must refrain from (a) making any direct or indirect payments or (b) granting anything of value which is unlawful or outside the ordinary course of business and not in accordance with generally accepted international industry practices) to an officer, director, member of staff of Adobe or anyone Related to them.

(D) Export Compliance

(1) Reseller acknowledges that the Software Products may not be exported outside of the Territory. However, if Reseller's authorized territory includes any location outside of the U.S., Reseller acknowledges that the Software Products are subject to the U.S. Export Administration Regulations (EAR). Reseller agrees not to export, re-export, transfer, resell or divert any of the Software Products, or to provide services using the Software Products, in violation of the EAR or to any U.S. embargoed country or region (currently including, Cuba, the Crimea Region of Ukraine, Iran, North Korea, Syria, and the so-called Luhansk People's Republic and Donetsk People's Republic). Further, Reseller represents that neither the United States Bureau of Industry and Security, the United States Office of Foreign Assets Control, nor any other federal agency has suspended, revoked, or denied Reseller's export privileges. Reseller will not provide any of the Software Products or services to (1) anyone subject to sanctions maintained by the United Nations Security Council, the U.S. Government (including but not limited to sanctions imposed by the Treasury Department's Office of Foreign Assets Control), Her Majesty's Treasury, the European Union or its Member States, or other applicable government authority; or (2) for use directly or indirectly in any prohibited end uses including but not limited to certain nuclear, rocket systems, chemical or biological weapons, or military end uses. Adobe will not provide refunds for pre-paid fees if Adobe terminates an End Customer's agreement with Adobe pursuant to such End Customer's agreement.

(2) Additionally, Reseller acknowledges that the Software Products may be subject to export control regulations in countries in which they operate, and Reseller hereby declares and agrees that it will not directly or indirectly export, import, transmit, or use the Software Products contrary to the Laws or regulations of any other governmental entity that has jurisdiction over such export, import, transmission, or use. Reseller acknowledges that Adobe may be prohibited from providing maintenance and support for Software Products, if Adobe has knowledge that a violation of the EAR or other trade laws has occurred. The parties agree to cooperate with each other with respect to any application for any required licenses and approvals, however, Reseller acknowledges it is Reseller's ultimate responsibility to comply with any and all export and import Laws and that Adobe has no further responsibility after the initial sale to Reseller within the original country of sale.

(E) No Anti-Trust Arrangements. Reseller is not aware of and has not participated in (1) any business arrangements or deal allocation arrangements that could restrict free trading, competition and



independent pricing of products among Adobe's partners, including but not limited to distributors and resellers of Adobe software products, or (2) practices that restrict free trading or lead to the promotion of monopolistic or anti-competitive business practices to the detriment of Adobe's customers. Reseller must not propose to or enter into any agreement with any competitor to (i) fix prices, margins, or any contract terms, (ii) allocate or divide any markets or customers, or (iii) predetermine any bid price or winning bidder in any bidding. Reseller will ensure that all people working on Adobe products will be trained on the key points of anticompetition law and compliance as provided in clauses 5.8(B) and 5.8(E) in this Agreement annually. The Reseller will maintain records of these trainings and produce them in response to Adobe's request.

(F) Fair Dealing; No False Representations. Reseller has made no false representations to Adobe with respect to any transactions entered into during Reseller's current fiscal quarter or any prior quarter. False representations would include, but not be limited to, the promotion or utilization of false documentation such as invalid purchase orders, fake or forged contracts, forged letters of destruction and inaccurate reporting to facilitate any Reseller transactions.

(G) Business Conduct Inspections. During the Term and for at least 2 years after the expiry or termination of this Agreement, Reseller agrees that it will permit either Adobe's internal compliance auditor, chief compliance officer and his/her designate, or an independent third party (who is appointed by Adobe and bound by reasonable confidentiality undertakings), to verify Reseller's compliance with this clause 5.8 (Ethical Conduct and Compliance). Any inspection and audit will be carried out in accordance with clause 5.4 (Records and Inspections) of this Agreement.

(H) Reporting of Violations. Should Reseller know of any acts or omissions, by Adobe employees or other personnel, which violate clause 5.8 (Ethical Conduct and Compliance) of this Agreement, or suspect any violations, Reseller should contact Adobe at Integrity@Adobe.com or 1-800-300-1026 for an anonymous reporting of a violation or suspected violation.

(I) Consequences of Breach. If Reseller breaches this clause 5.8 (Ethical Conduct and Compliance) or any part thereof, Adobe is entitled to terminate this Agreement pursuant to clause 12.3 (Termination With Cause), without prejudice to clause 5.8(B)(4) and all of Adobe's other rights and remedies.

5.9 Indemnity by Reseller. Reseller indemnifies Adobe, each member of the Adobe Group, and each of their respective officers, employees and agents against any Losses (including legal costs on a solicitor and client basis) relating to or arising out of:

- (A) a breach by Reseller of this Agreement;
- (B) any misrepresentations made by Reseller or Reseller's officers, employees, representatives or agents ("Reseller Personnel");
- (C) any claims, warranties and representations made by Reseller or Reseller Personnel which differ from the warranties provided by Adobe in the relevant EULA;
- (D) any wrongful (including unlawful, fraudulent or negligent) acts or omissions made by Reseller or Reseller Personnel;
- (E) any breach of any Law by Reseller (including without limitation, privacy or data protection Laws); and
- (F) any claims asserted by any of Reseller's Personnel.

5.10 Financial Statements. Upon Adobe's request, Reseller must provide to Adobe, under confidentiality, quarterly and annual audited financial statements including a balance sheet, income statement, statement of cash flow, relevant notes and references. Reseller must also provide documentation from the appropriate regulatory agency verifying the name of the legal entity entering into this Agreement, and Reseller is under a continued obligation to advise Adobe of any changes.

6. MARKETING AND USE OF TRADE MARKS

6.1 Adobe Trade Mark License and Use of Adobe Trade Marks

(A) Adobe grants to Reseller, and Reseller accepts, a non-exclusive, non-transferable license during the Term to use "Adobe," both the name and in the stylized form used by Adobe, and the applicable Software Product trade marks (together, the "Adobe Trade Marks"), solely for and in connection with its resale, marketing, advertising and promotion of the Software Products in the Territory, subject to the terms of this Agreement, provided that all uses of the Adobe Trade Marks are approved in advance, in writing by Adobe. Adobe will use all reasonable efforts to respond to requests for approval promptly. Adobe reserves all rights not expressly granted herein.

(B) Reseller acknowledges that all Intellectual Property and other rights in the Adobe Trade Marks belong



Adobe

to Adobe or its parent, Adobe Inc. ("Adobe US") and their licensors. Reseller's use must be in accordance (C) with applicable Law and Adobe and Adobe US's policies regarding advertising and trade mark usage as established from time to time, as posted on Adobe US's website at

<http://www.adobe.com/misc/agreement.html>, and incorporated into this Agreement by reference ("Trademark Usage Guidelines").

(D) Reseller agrees:

(1) that Adobe US is the exclusive owner of the Adobe Trade Marks and all associated goodwill, and retain all right, title and interest in the Adobe Trade Marks; any unauthorized use of the Adobe Trade Marks will be deemed an infringement of the rights of Adobe US;

(2) Reseller acquires no right, title or interest in the Adobe Trade Marks, and any and all goodwill associated with the Adobe Trade Marks inures exclusively to the benefit of Adobe US;

(3) to comply with the Adobe Trade Mark Usage Guidelines;

(4) not to use the Adobe Trade Marks in any manner or take any action that will adversely affect the ownership or validity of the Adobe Trade Marks, or that will diminish, damage or otherwise adversely affect the value of the goodwill attached to the Adobe Trade Marks, Adobe and Adobe US;

(5) not to attach any additional trademarks, logos or trade designations to the Software Products or to use any additional trademarks, logos or trade designations to promote or distribute the Software Products;

(6) not to adopt, use or apply to register any corporate name, trade name, trade mark, domain name, service mark or certification mark, or other designation similar to or containing, in whole or in part, the Adobe Trade Marks or any other trade mark of Adobe and Adobe US; and

(7) to notify Adobe of any suspected violation of, or challenge to, Adobe's and Adobe US's rights in the Adobe Trade Marks of which Reseller becomes aware, and acknowledges that Adobe and Adobe US will have the sole right to, and in its sole discretion may, control any action concerning the Adobe Trade Marks.

(E) Reseller may not assign, transfer or sublicense this license (or any right granted herein) in any manner without prior written authorization from Adobe.

(F) Reseller agrees that the nature and quality of any products or services it supplies in connection with the Adobe Trade Marks and all related advertising, promotional and other related uses of the Adobe Trade Marks by Reseller must conform to the standards set by Adobe, Adobe US and its licensors. Reseller agrees to co-operate with Adobe (and Adobe US) in facilitating Adobe's monitoring and control of the nature and quality of the products and services. Reseller agrees to promptly correct and remedy any deficiencies in its use of the Adobe Trade Marks and conformance to the Quality Standards upon reasonable notice from Adobe.

(G) Adobe may at any time by giving Reseller notice terminate the license in this clause 6.1, or withdraw any approval given thereunder. Upon termination or expiry of this Agreement, termination or withdrawal of the license in this clause 6.1 or withdrawal of Adobe's approval hereunder, Reseller must immediately cease using the Adobe Trade Marks and destroy all materials in its possession or control which contain the Adobe Trade Marks.

6.2 Reseller Trade Mark License and Use of Reseller Trade Mark. Subject to the terms of this Agreement, and only during the Term, Reseller grants Adobe a nonexclusive, non-transferable, paid-up, revocable limited license to use Reseller Trademarks, solely to exercise Adobe's rights and fulfil its obligations under this Agreement. For the purposes of this Agreement, "Reseller Trademarks" means the artwork, logos, or other images, trademarks, service marks, trade names or other identifying indicia of Reseller. Reseller may revoke Adobe's license to Reseller Trademarks at any time in its sole discretion. Upon such notice, Adobe will use commercially reasonable efforts to remove Reseller Trademarks from Adobe properties.

6.3 No Endorsement of Reseller Products. Adobe does not, and will not, endorse, warrant or guarantee the performance of any Reseller product. Reseller must not represent to any third party that Adobe: (A) has endorsed, warranted or guaranteed the performance of any Reseller product; (B) implied the merchantability or fitness for a particular purpose of any Reseller product; or (C) intends to do either (A) or (B).



6.4 Publicity and Consent

(A) Except as expressly set forth in this Agreement, neither party may issue any press releases, publicity, marketing or sales materials, or other materials developed by or on behalf of either party that refer to this Agreement or the relationship between the parties, or otherwise use the name or trademark of the other party without prior review and written approval by the other party.

(B) Notwithstanding clause 6.4(A):

(1) either party may include factual descriptions of the relationship between the parties in presentations without consent; and

(2) Reseller agrees that the fact that it has entered into this Agreement and is licensed to distribute Software Products is not Confidential Information, and Adobe will be entitled to (a) include Reseller's details on any website that Adobe maintains for its customers in connection with the Software Products; and (b) supply details of Reseller's name, address, telephone and fax numbers to parties seeking information concerning Adobe's resellers.

7. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

7.1 The Software (including its structure, organization, code and other intellectual property) is proprietary to, and are the Intellectual Property and Confidential Information of, Adobe, its licensors and suppliers. Adobe, its licensors and suppliers retain exclusive ownership of the Intellectual Property rights vested in the Software Products, NFR Software and the Adobe Trade Marks.

7.2 Reseller must take all reasonable measures to protect the Intellectual Property rights of Adobe, its licensors and suppliers in the Software Products, NFR Software and the Adobe Trade Marks, including providing assistance and taking measures as are reasonably requested by Adobe from time to time. Except as expressly provided in this Agreement, Reseller is not granted any rights to any Intellectual Property or any other rights, franchises or licenses with respect to the Software Products, NFR Software or the Adobe Trade Marks. Reseller must not at any time have title to the physical property or the Intellectual Property in the Software Products and NFR Software.

8. CONFIDENTIALITY

8.1 Definition of Confidential Information

(A) "**Confidential Information**" means any of the following, whether in material form or not and whether disclosed before or after the Effective Date of this Agreement:

(1) all information of a party (the party disclosing the relevant information being the "Discloser") (a) that are directly or indirectly disclosed to the other party (the party receiving the relevant information being the "Recipient"), or (b) that the Recipient otherwise becomes aware of under this Agreement;

(2) any other information disclosed by the Discloser which can reasonably be inferred to be confidential from the circumstances in which it is imparted;

(3) the terms of this Agreement; or

(4) any notes and other records prepared by the Recipient that are based on or incorporating the information referred to in any of clauses 8.1(A)(1), 8.1(A)(2) or 8.1(A)(3) above.

(B) A Discloser's Confidential Information does not include information that is (without being in breach of this Agreement): (a) already in the public domain; (b) received by the Recipient from a third party who does not owe an obligation of confidentiality to the Discloser; or (c) independently developed by the Recipient.

(C) Without restricting clause 8.1(A) above, a Discloser's Confidential Information includes any of the following: (1) Personal Information; (2) Intellectual Property (3) information concerning any research, experimental work or other development undertaken by Discloser; and (4) any design details and specifications, engineering, financial information, pricing, manufacturing, customer lists, business forecasts, sales and merchandising, and marketing plans and information, that belongs to the Discloser.

8.2 Recipient must Keep Information Confidential. Where Discloser discloses Confidential Information to the Recipient, the Recipient must:



(A) use the Confidential Information solely for the purposes of performing its obligations under this Agreement; and

(B) keep all Confidential Information confidential and not disclose, circulate or disseminate it in any way except as:

- (1) expressly permitted under this Agreement;
- (2) to the extent necessary to fulfil its obligations under this Agreement; or
- (3) as otherwise expressly agreed to in writing by Discloser;

provided that the Recipient ensures that any party receiving the disclosure, circulation or dissemination are under an obligation to keep the Confidential Information confidential under terms at least as restrictive as those in this clause 8.2.

8.3 Requirement to Disclose. Where the Recipient is required to disclose Confidential Information in order to comply with applicable Laws: (A) the Recipient must immediately notify the Discloser of the particulars of the required Disclosure; and (B) the Recipient must give the Discloser all assistance reasonably required by the Discloser to enable the Discloser to take any steps available to it to prevent the disclosure or to ensure that it occurs subject to an appropriate obligation of confidence.

8.4 Recipient's Security Obligations.

(A) treat all Confidential Information with at least the same degree of care as it gives to the protection of its own confidential information of same or similar nature; and

(B) at its own cost, establish and maintain security measures to safeguard the Discloser's Confidential Information from unauthorised access or use, and these security measures must be no less restrictive than the security measures that the Recipient takes to protect its own confidential information of same or similar nature, including by not transferring the relevant Confidential Information in a clear or unprotected manner through public networks.

9. WARRANTY. Adobe warrants the Software Products to End Users only pursuant to the terms and conditions of the EULA, and no express or implied warranty or guarantee in relation to the Software Products or any other matter is extended in any way to Reseller under this Agreement, except to the extent set out under clause 10 (Limitation of Liability) below.

10. LIMITATION OF LIABILITY

10.1 All express or implied guarantees, warranties, representations, or other terms and conditions relating to this Agreement or its subject matter, not contained in this Agreement, are excluded from this Agreement to the maximum extent permitted by Law.

10.2 Nothing in this Agreement excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any Law which cannot lawfully be excluded or limited. This may include any consumer Law of the Territory which contains guarantees that protect the purchasers of goods and services in certain circumstances.

10.3 If any guarantee, warranty, term or condition is implied or imposed in relation to this Agreement under any consumer Law of the Territory or any other applicable Law and cannot be excluded (a "Non-Excludable Provision"), and Adobe is able to limit Reseller's remedy for a breach of the Non-Excludable Provision, then the liability of Adobe for breach of the Non-Excludable Provision is limited to one or more of the following Adobe's option:

(A) in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or

(B) in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.

10.4 Subject to Adobe's obligations under the Non-Excludable Provisions and to the maximum extent permitted by Law, the maximum aggregate liability of Adobe for all Claims under or relating to this Agreement or its subject matter, whether in contract, tort (including without limitation negligence), in equity, under statute, under an indemnity, based on fundamental breach or breach of a fundamental



term or on any other basis, is limited to US\$10,000. In calculating Adobe's aggregate liability under this clause, the parties must include any amounts paid or the value of any goods or services replaced, repaired or supplied by Adobe for a breach of any Non-Excludable Provision.

10.5 Subject to Adobe's obligations under the Non-Excludable Provisions and to the maximum extent permitted by Law, Adobe is not liable for, and no measure of damages will, under any circumstances, include (A) special, indirect, consequential, incidental or punitive damages; or (B) damages for loss of profits, business interruption, revenue, goodwill, anticipated savings or loss or corruption of data, whether in contract, tort (including negligence), in equity, under statute, under an indemnity, based on fundamental breach or breach of a fundamental term or on any other basis, whether or not the loss or damage was foreseeable and even if advised of the possibility of the loss or damage.

10.6 The liability of a party for any Loss suffered or incurred by the other party under this Agreement (including under any indemnity) will be reduced proportionately to the extent that any wrongful (including negligent) act or omission of the other party or its personnel directly caused or contributed to the Loss.

10.7 A party that has suffered or is likely to suffer Losses as a result of any event giving rise to liability of the other party under this Agreement (including under any indemnity), must take all reasonable steps to mitigate the Losses. If the party suffering or likely to suffer Losses does not do so, then the other party's liability will be reduced accordingly.

11. MODIFICATIONS BY ADOBE

11.1 Upon 14 days' notice to Reseller, Adobe, in its sole discretion, reserves the right at any time to modify the terms of this Agreement, including but not limited to:

- (A) updating, revising or modifying all or parts of the Program Guide, Partner Program or Authorized Programs;
- (B) withdrawing or cancelling the Partner Program or any Authorized Program;
- (C) changing any of the Criteria for Appointment and Performance required of Reseller;
- (D) changing or terminating any of the Partner Program Benefits;
- (E) adding additional terms, restrictions, and conditions applicable to any new Partner Program Benefits that may be made available by Adobe;
- (F) changing Reseller's Membership Level as described in clause 2.1(C) (Criteria for Appointment and Performance); and
- (G) updating, revising or modifying the terms in Exhibit A (Appointment in Authorized Regions).

11.2 The changes described in this clause 11 (Modifications by Adobe) will become effective immediately at the end of the notice period specified herein and will be deemed to modify and supplement the terms of this Agreement. The changes will govern any existing or future Partner Program Benefits provided to Reseller. Reseller's continued participation in the Partner Program or resale of Software Products following the notice will constitute Resellers' binding acceptance of the change. If any modification is unacceptable to Reseller, Reseller's only recourse is to terminate this Agreement within 10 days of the notice, without any recourse for damages or compensation of any form from Adobe. In this event, membership within the Partner Program will be cancelled.

12. TERM AND TERMINATION

12.1 Term.

(A) The term of this Agreement will commence on the Effective Date and expire 1 year later, unless terminated earlier in accordance with the provisions of this Agreement ("Initial Term"). Thereafter, this Agreement will automatically renew for subsequent 1 year terms (each a "Renewal Term"). Each Renewal Term will commence upon the expiration of the Initial Term or the previous Renewal Term, as the case may be, unless earlier terminated in accordance with the provisions of this Agreement

(B) The Term may be extended by Adobe giving notice to Reseller.



12.2 Termination Without Cause. Without prejudice to clause 11 (Modifications by Adobe), either party may terminate this Agreement for convenience at any time, upon 14 days' prior written notice to the other party.

Termination With Cause

(A) Either party may terminate this Agreement, upon 10 days' written notice to the other party, if the other party is in material breach of this Agreement and the material breach is not remedied within the 10-day period.

(B) Notwithstanding clause 12.3(A) above, either party may terminate this Agreement immediately, upon written notice to the other party if:

(1) the other party ceases to carry on its business;

(2) there is a Change in Control of the other party; or

(3) the other party or one of its direct shareholders is or becomes subject to any of the following events (including any events in the nature of or analogous to any of the following):

(a) insolvency (including bankruptcy, filing for moratorium on payments of its debts or seeking any other like relief);

(b) any form of voluntary or involuntary insolvency administration or liquidation, including where it has an administrator, examiner or receiver appointed to it, its property and assets or its affairs, but excluding where the administration or liquidation is voluntarily entered into for the purpose of carrying out a reconstruction or amalgamation while solvent; or

(c) entering into a scheme or voluntary arrangement with its creditors for partial discharge of indebtedness.

(C) Notwithstanding clause 12.3(A) above, Adobe may terminate this Agreement immediately, upon written notice to Reseller:

(1) for Reseller's breach of:

(a) clause 3 (License Restrictions);

(b) clause 5.7 (Reseller's Representations and Warranties);

(c) clause 5.8 (Ethical Conduct and Compliance);

(d) clause 7 (Ownership of Intellectual Property Rights);

(e) clause 8 (Confidentiality);

(f) clause 13.2 (Assignment);

(2) upon being advised by Reseller that Reseller has become aware of information that would alter any warranty or representation made by Reseller pursuant to clause 5.7 (Reseller's Representations and Warranties); or

(3) upon occurrence of a Breach under clause 5.6 (Data Protection and Privacy).

12.4 Rights Upon Termination or Expiration

(A) The termination or expiration of this Agreement is without prejudice to the rights and obligations of the parties that have accrued as of the date of termination or expiration.

(B) Upon termination or expiration of this Agreement:

(1) all licenses granted to Reseller hereunder will cease; and

(2) Reseller must:

(a) discontinue all representations that it is a reseller under the Partner Program;

(b) immediately cease using the Adobe Trade Marks;

(c) as directed by Adobe, return, destroy or delete all copies of the NFR Software, Confidential Information or other Adobe materials (such as marketing collaterals) that is in Reseller's possession or under its control; and

(d) provide to Adobe written confirmation that clauses 12.4(B)(2)(a) to 12.4(B)(2)(c) above have been complied with.

12.5 Survival



(A) The termination or expiration of this Agreement does not extinguish or otherwise affect any provisions of this Agreement which by their nature survive termination or expiration.

(B) For the avoidance of doubt, the following is a non-exclusive list of clauses which will survive the termination or expiration of this Agreement:

- (1) clause 5.4 (Records and Inspections);
- (2) clause 5.6 (Data Protection and Privacy);
- (3) clause 5.7 (Reseller's Representations and Warranties)
- (4) clause 5.8(B) (Reseller Compliance with Law; Anti-corruption);
- (5) clause 5.8(D) (Export Compliance);
- (6) clause 5.9 (Indemnity by Reseller);
- (7) clause 8 (Confidentiality);
- (8) clause 10 (Limitation of Liability);
- (9) clause 12 (Term and Termination); and
- (10) Relevant provisions of clause 13 (Miscellaneous), including but not limited to, clause 13.5 (Legal Costs), clause 13.8 (Governing Law and Dispute Resolution), and clause 13.9 (Provisional/Equitable Relief).

13. MISCELLANEOUS

13.1 Notices.

(A) Any notice given under this Agreement must be in writing and may be given by email, hand, courier, or post to the party's address set out on the front page of this Agreement, except that all notices made pursuant to clause 12.3 (Termination with Cause) must only be made in writing and given by hand, courier or post to the party's address set out on the front page of this Agreement ("Notice").

(B) A Notice is taken to have been received:

- (1) if delivered by hand or courier to the receiver, at the time of delivery;
- (2) if posted within the same country, 3 days after the date of posting;
- (3) if posted to a different country, 10 days after the date of posting; and
- (4) if emailed, upon the earlier of (a) the sender receiving an automated message confirming delivery; or (b) 3 hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.

(C) If a Notice is sent to Adobe, it must be sent to the attention of the Associate General Counsel, Worldwide Sales and Field Operations Support, Legal Department.

13.2 Assignment. Reseller may not assign or novate this Agreement or otherwise deal with the benefit of it or a right under it, or purport to do so, without the prior written consent of Adobe. Adobe may, at its sole discretion, assign or novate this Agreement, or otherwise deal with the benefit of it or a right under it, or purport to do so, without the prior written consent of Reseller. Adobe is entitled to terminate this Agreement pursuant to clause 12.3 (Termination With Cause) without prejudice to all its other rights and remedies, if Reseller breaches any of the provisions in this clause 13.2 (Assignment).

13.3 Waiver. No waiver of a right or remedy under this Agreement is effective unless the person granting it complies with clause 13.1 (Notices). It is only effective in the specific instance and for the specific purpose for which it is granted. A single or partial exercise of a right or remedy under this Agreement does not prevent a further exercise of that or of any other right or remedy. Failure to exercise or delay in exercising a right or remedy under this Agreement does not operate as a waiver or prevent further exercise of that or of any other right or remedy.

13.4 Severability. Any term of this Agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this Agreement is not affected.

13.5 Legal Costs. If any proceeding or lawsuit is brought by Adobe or Reseller in connection with this Agreement, the prevailing party in the proceeding may be entitled to receive its costs, expert witness fees, and reasonable legal fees (on a solicitor and client basis), including on appeal.



13.6 No Agency. Nothing in this Agreement is intended to constitute a fiduciary relationship or an agency, partnership or trust between the parties. No party has authority to bind any other party.

13.7 Headings. The clause headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of the clause or in any way affect the clause.

13.8 Governing Law and Dispute Resolution.

(A) If Reseller is resident in Australia or New Zealand, this Agreement is governed by and construed under the laws of the state of New South Wales, Australia without regard to its conflict of laws principles. The parties irrevocably submit to the non-exclusive jurisdiction of the courts in that state.

(B) If Reseller is resident in any other country/region, including a member state of the Association of Southeast Asian Nations (ASEAN), mainland China, Hong Kong, Macau, Taiwan, South Korea, India, Sri Lanka, Bangladesh or Nepal, this Agreement is governed by and construed under the Laws of Singapore, without regard to its conflict of laws principles. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore. Except as expressly set out in this Agreement, nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement pursuant to the Contract (Rights of Third Parties) Act.

(C) The United Nations Convention on Contracts for the International Sale of Goods will not apply.

13.9 Provisional/Equitable Relief. Notwithstanding any provision in this Agreement, either party to this Agreement may request any judicial, administrative, or other authority in any jurisdiction to order any provisional or conservatory measure, including injunctive relief, specific performance, or other equitable relief, prior to the institution of legal or arbitration proceedings, or during the proceedings, for the preservation of its rights and interests or to enforce specific terms that are suitable for provisional remedies.

13.10 Entire Agreement. This Agreement is the entire agreement between the parties about its subject matter and replaces all previous agreements, understandings, representations and warranties about that subject matter. Each party represents and warrants that it has not relied on any representations or warranties about the subject matter of this Agreement except as expressly provided in this agreement.

13.11 Language. This Agreement is in the English language only, which will be controlling in all respects. All versions of this Agreement in any other language will not be binding on the parties. All communications and notices to be made or given pursuant to this Agreement will be in the English language.

EXHIBIT A

Appointment in Authorized Regions

1. AVAILABILITY OF AUTHORIZED PROGRAMS ONLY IN RESELLER'S AUTHORIZED REGIONS

Reseller's appointment as an authorized reseller under clause 2.2 (Nature of Appointment and License) will include authorization to license Software Products under AVL in the Territory, but only in Reseller's Authorized Regions. Under the condition that the Resellers meet the Criteria for Appointment and Performance as set out in clause 3 below, the Authorized Region for Direct Platinum Reseller is mainland China, and the Authorized Regions for Certified, Gold, Indirect Platinum Reseller is the corresponding Region where the reseller is located as described in clause 2 of this Exhibit A.

1.1 Definitions

(A) "**Authorized Regions**" means the regions in the Territory listed in clause 2 for which Reseller may seek authorization.

(B) "**AVL**" means the Adobe Volume Licensing Programs made available by Adobe from time to time, as described on Adobe's volume licensing website located at <http://www.adobe.com/aboutadobe/volumelicensing/> or successor site, in the Territory.

(C) "**Reseller's Authorized Regions**" means the Authorized Regions where Reseller has satisfied the Criteria for Appointment and Performance and the relevant criteria set out in clause 3 below.



(D) “Non-APC Resellers” mean resellers who are not registered under the Partner Program.

(E) “Shrink-wrap Products” means Software Products that are boxed and shrink-wrapped.

1.2 General Availability of AVL

(A) Subject to the exceptions below, AVL will only be available in the Territory through resellers authorized under the Partner Program (or other similar authorization from Adobe) for their respective Authorized Regions.

(B) In Reseller’s Authorized Regions, Reseller will be authorized to license Software Products under AVL. In regions outside of Reseller’s Authorized Regions, Reseller may license Software Products under AVL if the exceptions provided in clause 1.4 below apply.

(C) In Authorized Regions where there are no resellers authorized under the Partner Program, there will be no restriction on the availability of AVL - all resellers, including Non-APC Resellers, will be able to obtain Software Products under AVL from Adobe Authorized Distributors.

1.3 Shrink-wrap Products. There will be no restrictions on the availability of Shrink-wrap Products in the Territory. Shrink-wrap Products will be made available to all resellers (including Non-APC Resellers) in the Territory.

SUMMARY OF RESELLER’S AUTHORIZATION			
	Reseller’s Authorized Regions	Other Authorized Regions with Other Resellers	Authorized Regions WITHOUT Other Authorized Resellers
AVL	√	X (unless with exception)	√
Shrink-wrap	√	√	√

1.4 Exceptions

(A) Resellers who are not authorized to license Software Products under AVL in a particular Authorized Region (including, where applicable, Reseller) may submit a written request to Adobe for authorization to license Software Products under AVL to specific customers in the region on an exceptional basis, provided that at least one of the following criteria is met:

(1) the deal is for Software Products licensed under AVL to a specific named End User and must meet the requirements for the Deal Registration Incentive Program as provided in the Program Guide. Reseller may register the deal in the manner set forth in the Program Guide, and if the deal registration is approved by

Adobe, Reseller is deemed to be authorized by Adobe to license Software Products under AVL for that specific deal only; or

(2) the opportunity relates to an ongoing or continuing relationship with a specific named End User who has elected to purchase Software Products from Reseller in various regions in the Territory, including regions outside Reseller’s Authorized Regions, as documented by the End User (“Pre- Approved Regional Account”).

(B) Any exceptions approved by Adobe may be subject to additional terms and conditions as Adobe deems appropriate, and must be documented in writing.

2. AUTHORIZED REGIONS/PROVINCES/CITIES

Below is the details of the region classification for which Reseller may seek authorization to license the Software Products under the Partner Program.

Provinces/Cities	Region
Municipality of Beijing 北京市	North
Municipality of Tianjin 天津市	North



Provinces/Cities	Region
Inner Mongolia Autonomous Region 内蒙古自治区	North
Hebei Province 河北省	North
Henan Province 河南省	North
Shanxi Province 山西省	North
Shandong Province 山东省	North
Jilin Province 吉林省	North
Liaoning Province 辽宁省	North
Heilongjiang Province 黑龙江省	North
Municipality of Shanghai 上海市	East
Jiangsu Province 江苏省	East
Zhejiang Province 浙江省	East
Anhui Province 安徽省	East
Guangdong Province 广东省	South
Guangxi Zhuang Autonomous Region 广西壮族自治区	South
Fujian Province 福建省	South
Hainan Province 海南省	South
Jiangxi Province 江西省	South
Hubei Province 湖北省	East & South
Hunan Province 湖南省	East & South
Yunnan Province 云南省	South
Guizhou Province 贵州省	South
Shaanxi Province 陕西省	West
Municipality of Chongqing 重庆市	West
Gansu Province 甘肃省	West
Ningxia Hui Autonomous Region 宁夏回族自治区	West
Qinghai Province 青海省	West
Xinjiang Uyghur Autonomous Region 新疆维吾尔自治区	West
Sichuan Province 四川省	West
Tibet Autonomous Region 西藏自治区	West
Mongolia 蒙古	Mongolia

3. CRITERIA FOR AUTHORIZATION IN AUTHORIZED REGION(S)

Authorization	Criteria
Region	<p>(a) Reseller must attain Platinum, Gold or Certified membership level in the Partner Program.</p> <p>(b) Reseller has at least 1 sales office located in a city or province within the Authorized Region for which authorization is sought.</p> <p>(c) Reseller must satisfy the Criteria for Appointment and Performance for the region which Reseller is seeking authorization.</p>



I HAVE READ, UNDERSTOOD, AND AGREED TO COMPLY WITH THE TERMS AND CONDITIONS INDICATED HEREIN, AND I REPRESENT AND WARRANT THAT I AM AUTHORIZED TO BIND THE RESELLER.
The Adobe family of companies may keep me informed with personalized emails about the Adobe Partner Connection Program. See our Privacy Policy for more details or to opt-out at any time.

SAMPLE