

Adobe® Partner Connection

Reseller Program Guide China (excl Hong Kong and Taiwan region)

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Reseller Program Guide

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Contents

Overview of Adobe Partner Connection Program	3
Reseller Program Overview	3
Reseller Program Levels.....	4
Requirement Summary	4
Reseller Program Level Incentives & Requirements	5
Partner Specialization programs.....	6
Financial Incentive Overview	7
Deal Registration Incentive	7
Quarterly Incentives (Rebate).....	11
Onboarding.....	15
Ongoing Performance Evaluation	16
Definitions	17
Conclusion and Version History.....	20
Appendix 1: Partner Specialization Programs.....	21

**Adobe Partner
Connection Portal**
www.adobe.com/ap/partners

Adobe® Partner Connection Reseller Program Guide China (excl Hong Kong & Taiwan region)

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.

- Acquire new Adobe customers
- Drive greater account penetration into Adobe’s existing customer base
- Drive high renewal rates
- Increase customer satisfaction

We believe that together with our partners, we can achieve these goals. We are committed to rewarding partners for driving these strategic objectives through partner program infrastructure, training, support and incentives. Adobe will provide both financial incentives (such as rebates, deal registration etc) and non-financial incentives (such as training and public recognition) to partners who work with us to drive these objectives.

Programs and Partner Types

A primary goal of the Adobe Partner Connection Program is to recognize and reward the unique competencies of each partner. To do this, it is important to identify the role that each partner plays. The Adobe Partner Connection Program consists of two unique programs designed for the following partner types: Distributor and Reseller Partners.

Distributor Program	Reseller Program
General distributors	Small, medium, and large Resellers
Specialized vertical distributors	Specialized vertical/industry Resellers

Note: Additional partner types include solution partners, Connect partners, OEM/ISV partners, and system integrators, which are run as separate programs

Reseller Program Overview

Eligibility to join the Partner Program is open to all businesses that sell Adobe software products to End User customers. Participation in the program is required for access to the broadest set of pricing and licensing options. Non-participating Resellers will not have access to any Adobe offerings. **Supply to unauthorized Resellers is strictly prohibited.** It is the Partners’ responsibility to verify that the End Users qualify for the various buying programs they wish to resell (e.g. only sell VIP Government licenses to qualifying Government entities).

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 Partner. Any term not defined below shall have the meanings as set forth in the Program Agreement. If there is any inconsistency between the Program Agreement and this Program Guide, the Program Agreement shall prevail to the extent of the inconsistency.

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 / partner communication website), to effect and announce changes to the Program Guide and to the policies and procedures described in this document. Any changes will be effective **14 days** from the date of the announcement. All new versions of the Program Guide shall supersede and replace all prior and existing versions of the Program Guide. All support and resources provided by Adobe are subject to availability.

The Adobe Partner Connection Program is defined as a worldwide program and leverages a common framework for our partners across the globe. This document reflects the regional implementation of the framework for China. If

this Program Guide is provided in any language other than English, the non-English language version of this Agreement is a courtesy translation provided as a goodwill gesture by Adobe and shall not be binding on the parties. Without limiting the foregoing, if there is any conflict or inconsistency between the English language version, and the translated version, of this Program Guide, the English language version and interpretation shall prevail.

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 Partner Program rewards five different levels of engagement with Adobe: Registered, Certified, Gold, Platinum (Indirect) and Platinum (Direct). Partners not participating in the Partner Program will not have access to Adobe offerings.

Partner Program level definitions:

Registered – The Registered level only confirms enrollment in the Adobe Partner Connection program using online click-through process; it does NOT allow the resale of any Adobe products, including Shrink and TLP.

Certified – Certified Resellers are eligible to sell Adobe’s Shrinkwrap products, Transactional Licensing Program (TLP), Cumulative Licensing Program (CLP), and Value Incentive Plan (VIP) programs. Certified Resellers also have the option to be listed in the Partner Finder.

Gold - The Gold level requires a reseller to meet the requirements for both the Registered and Certified levels and to have been an Adobe reseller in the Adobe Partner Connection Program for a minimum of six (6) months. Gold Resellers are eligible for deal registration. Gold Resellers may be eligible for NFR (not-for-resale) software at Adobe’s sole discretion.

Platinum (Indirect and Direct) - Platinum (Indirect and Direct) level requires the highest level of performance and engagement in the Adobe business. In return, it provides the partner with the richest level of benefits. Platinum level partners must meet all the requirements for the Registered, Certified, Gold, plus the additional requirements of the Platinum Indirect/Direct level. In addition to the benefits of Gold level, Platinum partners are eligible for deal registration incentives and performance based incentives in the form of quarterly rebates and may be eligible to access marketing funding, at Adobe’s soles discretion. Platinum partners will be assigned an Adobe Account Manager, expected to conduct quarterly business reviews and be assigned revenue targets. Direct Platinum level partners have the additional benefit of being able to transact directly with Adobe.

Requirement Summary

Each Partner Program level must meet the minimum requirements detailed in the “Reseller Program Level Incentives & Requirements” section within this program guide. The Gold and Platinum program levels also require a minimum Total Qualifying Revenue threshold to enter and/or maintain status at that level. The Total Qualifying Revenue thresholds will be calculated based on the preceding four (4) completed Adobe fiscal quarters’ qualifying revenue according to the applicable Authorized Sub Region(s) where reseller is located. Please refer to table below. The full list of China Sub-Regions is listed in the “Other Definitions” section within this program guide.

Partner level	Total Qualifying Revenue *
Registered	n/a
Certified	n/a
Gold	USD\$200K
Platinum (Indirect)	USD\$3.5M
Platinum (Direct)	USD\$7.0M

* Total Qualifying Revenue is partner sold eligible new and renewal revenue from VIP SKUs. See definitions section for full details.

Reseller Program Level Benefits & Requirements

The Partner 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 incentives for each Partner Program level. Eligibility to receive financial incentives depends on a partner’s current standing with Adobe, level in the program (Platinum, Gold, Certified). The table below illustrates which financial incentives are available to each Partner Program level.

APC Requirements & Benefits		Registered	Certified	Gold	Platinum (Indirect)	Platinum (Direct)
Financial Incentives	Deal Registration			✓	✓	✓
	Access to marketing funds (at Adobe's sole discretion)			✓	✓	✓
	China region where you can resell Adobe products	N/A	Resell Adobe products within your sub region only (North, South, East or West)			All China Regions
	Revenue Performance Incentive				✓	✓
Non-Revenue Incentives	Access to the Adobe Business & Consumer Connection Portal for enablement and assets	✓	✓	✓	✓	✓
	Eligibility to resell Shrinkwrap, TLP, VIP, VIP Marketplace & CLP products from an Authorized Distributor		✓	✓	✓	✓
	Access to dedicated Partner Helpdesk for program related enquiries (English only)		✓	✓	✓	✓
	Public listing as a Reseller on the Adobe website and use of exclusive partner level logo		✓	✓	✓	✓
	Account management from an Adobe Distributor		✓	✓		
	Account management from Adobe				✓	✓
Partner Requirements	Register online on the Adobe Partner Connection Portal and complete the Adobe Partner Profile	✓	✓	✓		
	Accept the Partner Program Agreement T&C's	✓	✓	✓	✓	✓
	Comply with the rules & guidelines in reference to the sale of Adobe products	✓	✓	✓	✓	✓
	Complete the Adobe Business Partner Code of Conduct training (minimum 1 representative)		✓	✓	✓	✓
	Meet minimum annual Qualifying Revenue threshold for partner's country			✓	✓	✓
	Partner makes their sales team available for live "in person" or "online" Adobe sales training			✓	✓	✓
	Partner makes their sales team available for joint account planning sessions with Adobe and shares weekly pipeline				✓	✓
	Partner creates dedicated Adobe webpage on their website to display relevant content and promotions			✓	✓	✓
	Develop an annual Adobe business plan and execute on established goals/KPI's			✓	✓	✓
	Hold QBR's to review progress against Annual business plan				✓	✓
Execute partner funded marketing activity (1:Many customers, per quarter) 1+ activity that will drive demand generation 1+ activity that will improve retention					✓	✓

*See program definitions section for a list of cities and the sub-region they fall into (North, South, East or West)

People Resource Requirement		Registered	Certified	Gold	Platinum (Indirect)	Platinum (Direct)
Partner Requirements	Appoint an Adobe Product Line Manager who is responsible for driving the overall Go-To-Market and the partnership program elements (in accordance with the Gold/Platinum program guidelines)			✓ 1 Non- Dedicated	✓ 1 Dedicated	✓ 1 Dedicated
	Appoint Sales AE, BDM or ISR to drive Adobe sales			✓ 1 Dedicated	✓ 6 Dedicated	✓ 8 Dedicated
	Appoint a Solution Consultant (technical resource) to drive Adobe pre-sales and post sales activities				✓ 1 Dedicated	✓ 1 Dedicated
	Appoint renewal specialist to drive customer lifecycle management (CLM) activities			✓ 1 Non- Dedicated	✓ 2 Dedicated	✓ 2 Dedicated
	Appoint dedicated sales admin to support product line manager				✓ 1 Dedicated	✓ 1 Dedicated
	Appoint Marketing manager with responsibility to market Adobe offerings				✓ 1 Non- Dedicated	✓ 1 Dedicated
	# of physical office locations in unique Adobe China sub regions	✓ 1+	✓ 1+	✓ 1+	✓ 1+	✓ 2+

Upon Adobe’s request, Reseller must submit a report certifying that its orders are correct and are supported by actual ordering documentation from Program Members or its dealers (“Quarterly Certification”). The format of such Quarterly Certification will be prescribed by Adobe. At its sole discretion, Adobe may request copies of all such supporting documentation. If Reseller (i) does not submit supporting documentation that is satisfactory to Adobe within thirty (30) days after such request, or (ii) fails to submit a Quarterly Certification, Adobe may, at its sole discretion: (a) conduct an on-site audit on ten (10) business days prior written notice, (b) suspend rebate eligibility, or (c) terminate the Agreement on ten (10) days prior written notice.

VIP terms and conditions and Account administration

The VIP Member is required to accept the terms and conditions; an Account Manager is not permitted to accept on the Member’s behalf. When inviting a new VIP Member to join VIP, the Account Manager must send the email invitation to the VIP Member. Additionally, an Account Manager may not serve as the primary administrator, but the VIP Member may appoint its Account Manager as an additional administrator to help manage the account.

Partner Specialization Programs

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

Partner specialization	Program description
Education Elite Partner Program	Addressing the education and non-profit market is a critical priority for Adobe and we would like to identify and reward Resellers who have a particular competency in this sector
Adobe Substance 3D® Elite Partner Program	Addressing the 3D design and workflow category is a critical priority for Adobe and we would like to identify and reward Resellers who have a particular competency in this market

* The benefits and requirements for each Partner Specialization program are located in Appendix 1

Financial Incentive Overview

Adobe offers a package of financial incentives to resellers who meet high performance objectives such as revenue target achievement, unique quarterly goals (such as by vertical market or product), and demand generation, particularly with new customers. These incentives include performance incentives (rebates), deal registration rebates, and marketing incentives. Eligibility to receive financial incentives depends on a reseller’s current standing with Adobe, level in the program (Registered, Certified, Gold, or Platinum).

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 Certified, Gold and Platinum levels are eligible to participate in the Deal Registration Incentive.

Overview and Reward Calculation

Adobe relies on its reseller partners to create demand for our products by presenting them to customers, explaining features and benefits, and supporting the entire sales cycle from first evaluation to purchase. Adobe wishes to reward those resellers that become trusted advisors to these customers, particularly in light of a competitive environment when customers have ample choice of Adobe resellers from which to purchase. In order to support customer choice and to compensate committed and competent resellers, Adobe offers the Deal Registration Incentive to reward activities that lead customers toward evaluating and adopting an Adobe solution.

Deal registration involves a monetary incentive for validated, forecasted purchases of Adobe products. Once the sale closes (the customer has purchased the product), the reseller that forecasted and registered the purchase (and received approval from Adobe), and submitted the qualifying purchase order, will receive the reward.

Deal Registration Incentive Benefit

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

Buying Program/s	Payout per deal	Deal characteristics & criteria*	Additional qualification criteria
Value Incentive Plan (VIP)	10% reward on Creative Cloud VIP products	10+ unit deal All Creative Cloud SKUs sold through the VIP program. Adobe Stock is included. Full year or any pro-rated duration. New subscriptions only; renewals are not eligible. Multi-year purchases are paid out on only the first 12 months. Available in all vertical markets. 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 100-unit minimum.	<ul style="list-style-type: none"> • Must be a new opportunity • Document Cloud, Creative Cloud and other VIP products cannot be mix and matched to meet the minimum thresholds • Must have proof of value-added activities and active selling • Must identify the opportunity and place the qualifying order • Available in all APAC countries approved by Adobe. See the “Definitions” section for list of approved APAC countries.
	10% reward on Document Cloud VIP products only	10+ unit deal All VIP products excluding Creative Professional products. Full year or any partial year pro-rated duration. Multi year purchases are paid out on only the first 12 months. New subscriptions only. Renewals are not eligible. All SKUs sold through the VIP program only, excluding Creative Professional SKUs. Available in all vertical markets.	
	10% reward on All other VIP products		

* Resellers must have the appropriate specialization in order to register Education and Adobe Substance 3D® opportunities.

Deal Registration Eligibility Criteria:

1. Deal registration payout will only apply to new VIP subscriptions.
2. Qualifying revenue for the deal registration incentive calculations is based on net-to-Adobe revenue.
3. 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 database and new to the Adobe sales pipeline (i.e. not a renewal of an existing VIP, CLP, or term-based license). Deal is not submitted by another reseller and not being actively worked by an Adobe Sales Representative.
4. Renewal seats are not eligible.
5. Renewal opportunities for non-VIP licensing programs (such as ETLA, FLP) which are migrated, transferred or eventually transacted through to VIP, are not eligible
6. Customer revenue migrations from discounted price to full price at the time of renewal are not eligible.
7. Renewal opportunities which switch licensing programs are not eligible, unless the upsell/incremental component meets the minimum license quantity referenced in the table above. Upsell/Incremental units must be in addition to the products Adobe is expecting customer to renew and result in incremental revenue. No payment will be made if upsell results in same or less revenue. Note: Only the upsell/incremental component will be eligible for deal registration.
8. VIP Team (e.g. CCT/DCT) renewals that switch to VIP Enterprise (e.g. CCE/DCE) are not eligible, unless the upsell/incremental component meets the minimum license quantity referenced in the table above. Upsell/Incremental units must be in addition to the products Adobe is expecting customer to renew and result in incremental revenue. No payment will be made if upsell results in same or less revenue. Note: Only the upsell/incremental component will be eligible for deal registration.
9. Add-ons to renewals are not eligible, unless the add-on/incremental component meets the minimum license quantity referenced in the table above. Add-on units must be in addition to the products Adobe is expecting customer to renew and result in incremental revenue. No payment will be made if add-on results in same or less revenue. Note: Only the add-on component will be eligible for deal registration.
10. Upsell opportunities for existing customers during the year are eligible, however, the upsell/incremental component must meet the minimum license quantity referenced in the table above. Upsell/Incremental units must be in addition to the products Adobe is expecting customer to renew and result in incremental revenue. No payment will be made if upsell results in same or less revenue. Note: Only the upsell/incremental component will be eligible for deal registration

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

If Adobe finds that you have registered an ineligible opportunity, we reserve the right to (i) back out such transactions from your deal registration payout, or (ii) debit any future payments by the ineligible amount, if the relevant rebate has already been paid.

Products Eligible for Deal Registration

All products available on the VIP price lists are eligible for deal registration. Creative Pro, Document Cloud, & PPBU Perpetual Products 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

VIP renewals, Upgrade Plan renewals, and EA Maintenance & Support are not eligible for deal registration.

Deal Registration payout on all new VIP seats will be capped at 12 months from the order invoice date. For example, if reseller's customer chooses a VIP term of 18 months, Deal Registration payout will be calculated based on the value of the first 12 months of the term. All deals must be registered and approved by Adobe and comply with all published Deal Registration guidelines.

Qualifying Revenue is capped at USD\$300,000 per deal for APAC. 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 APAC are ineligible for the Deal Registration Incentive (whether or not the reseller holds the Worldwide Specialization).

Minimum Thresholds

For Document Cloud VIP-only opportunities, a 10-unit minimum deal size is required. The 10-unit minimum threshold can be achieved with either full-year or pro-rated 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 team's VIP-only opportunities, a 10-units minimum deal size, is required. The 10-units minimum threshold can be achieved with either full-year or pro-rated Creative Cloud for teams subscription SKUs available through VIP only. Any combination of Creative Cloud for teams subscription SKUs may be used to meet VIP minimum unit threshold.

Reseller may not combine Acrobat VIP, Creative Cloud VIP and other VIP subscription units to meet the unit minimum thresholds.

Deal Registration Incentive Terms & Conditions

- For VIP, all Deal Registrations must be submitted at least one day prior to **orders being placed**.
- All orders must be placed prior to the expiration of the Deal Registration.
- 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 **30-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 must match the customer account name on the order.
- Orders must be for customers within the partner's APC designated region.
- Orders placed and fulfilled through adobe.com are not eligible for a rebate.
- Orders for a reseller's own use are not eligible for a rebate.
- Reseller will have thirty (30) days from the date that a qualifying order is booked to submit a rebate claim for the corresponding opportunity.
- Reseller is responsible for entering correct Sales order number and claiming the rebate.
- Deal Registration rebates not claimed within 30 days of booking the Sales Order will be forfeited.

Only purchases effected by an end user customer (who is not an Adobe Partner) shall be eligible for the Deal Registration Incentive. Under no circumstance will purchases of Adobe products made for internal use by an Adobe Partner, including purchases made for another partner's internal use, be eligible for Deal Registration Incentive.

For operational details of the Deal Registration Incentive, including instructions for submitting opportunities and claiming rewards, see the Adobe Partner Connection Partner Program Deal Registration Guidelines.

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 for the purpose of qualifying the orders for Deal Registration Incentive eligibility, to receive a higher payout, or to avoid the cap of USD\$300,000 per qualifying order.

Opportunities are valid for one hundred eighty (180) days from the date of approval. An additional 30-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 30 days.

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

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

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

Resellers agree to preserve the confidentiality of the Deal Registration Incentive and all related program materials. Information about the Deal Registration Incentive is not to be shared with end-user customers.

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

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

Quarterly Incentives (Rebate)

Qualifying Platinum Partners in good standing with Adobe will be eligible to participate in the following quarterly incentive described below.

Revenue Performance Incentive

Platinum Resellers will be eligible to participate in one or more of the following quarterly incentives, and such other incentives as may be provided by Adobe from time to time. Available incentives, including specific targets, payout bases, and payout rates for each incentive, will be provided to the reseller at the beginning of each Adobe fiscal quarter in a Quarterly Rebate Letter. Resellers that achieve their target/s, as applicable, will be awarded a rebate.

How Partner rebate goals will be set		Total Qualifying Revenue basis for rebate calculation
Financial Incentive	Criteria	Payout base
Creative Cloud Rebate Incentive	Target(s) will be set based on Eligible VIP Renewals and VIP New Licenses for the specified quarter(s) for eligible Creative Products only.	VIP Qualifying Revenue for eligible Creative Products. Includes all Creative Cloud products, Adobe Stock and all other products available through VIP and VIP Marketplace (excludes Document Cloud and Adobe Sign.)
Document Cloud Rebate Incentive	Target(s) will be set based on eligible VIP Renewals and VIP New Licenses for the specified quarter(s) for eligible Document Cloud Products only.	VIP Qualifying Revenue for eligible Document Cloud Products. Includes all Document Cloud and Adobe Sign products available through VIP and VIP Marketplace

See the [Definitions](#) section for complete Total Qualifying Revenue definitions.

Incentive payout details

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

Please note the following on how renewal transactions are treated for rebate attainment/calculation:

- If a customer’s VIP cancellation date (the end of the renewal window) is in the current quarter, the transaction will count toward the current quarter’s attainment.
- If a customer’s VIP cancellation date is in the following cancellation quarter, the renewal portion of the transaction will count toward the following quarter’s attainment. Any expansion licenses will count toward the current quarter’s attainment.

Transaction type	Definition	Attainment quarter
Net New VIP units	New VIP units on a net new VIP agreement. Customer does not have an existing VIP agreement	Current quarter
Add-on VIP units	New VIP or VIP Marketplace licenses added to an existing VIP ID outside the Renewal Window	Current quarter
Renewals	VIP renewals on existing VIP agreements during the renewal window. License renewals through VIP or VIP Marketplace are considered renewals.	Cancellation quarter Note that this may be in the following quarter.
Expansion units	New VIP or VIP Marketplace license quantities or products added to an existing VIP ID during the Renewal Window.	Current quarter

Rebate Performance Payout

At the end of each fiscal quarter, Adobe will calculate each Platinum Reseller's performance and corresponding payout rate for each component of the rebate program and generate a total quarterly payout rate for the reseller. The payout rate will be paid out against Qualifying Revenue as indicated in the quarterly rebate letter.

For Platinum Resellers that transact directly with Adobe, the rebate payout will be made as a credit to their trade account with Adobe. For Platinum Reseller that transacts with Adobe through a distributor, the rebate payout will be made via wire transfer.

Upon the close of the quarter, the Adobe will examine the revenue targets, revenue target achievement and performance of each reseller in the Platinum levels. In addition, Adobe will verify compliance with contractual obligations such reporting and credit. If a partner has achieved the targets specified and complied with all mandatory contractual obligations, Adobe will authorize the payment of the Revenue Performance Incentive Rebates. The decision of Adobe and of its representatives on any claim or dispute to the targets is final.

Before placing any order for Software Products (other than shrink-wrap orders), authorized resellers must ensure that it has received corresponding order documentation from End Users for the Software Products and Distributor must ensure it has received corresponding order documentation from authorized reseller. If Adobe finds that in advance of placing an order with Adobe (a) acceptable End User order documentation has not been received by the Reseller or (b) acceptable Reseller order documentation has not been received by Distributor, then Adobe may (i) back-out any transactions from Distributor's financial incentives such as rebate, or (ii) debit any future payments to Distributor by any amount previously awarded due to such transactions.

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

Revenue Performance Incentives (Rebate) Terms and Conditions

1. Reseller that is in good standing with Adobe shall be eligible to receive, and who has achieved the applicable target(s)/goal(s)/objective(s) prescribed by Adobe from time to time shall be entitled to receive Rebates under the Revenue Performance Incentives (Rebate) Program ("Rebates"). Reseller will be informed, in a separate notification, of its quarterly target(s)/goal(s)/objective(s) and any additional terms and conditions which Reseller must accept in order to receive the Rebates ("Rebate Targets Letter"). Reseller's eligibility to receive Rebates is subject to the applicable terms and conditions as set forth in the Program Agreement, this Program Guide and the Rebate Targets Letter ("Rebate Terms"). Reseller's continued participation in the Reseller Program shall be deemed Reseller's unequivocal acceptance of the Rebate Terms.
2. No payment of any Rebates will be made by Adobe unless Reseller has achieved the applicable target(s)/goal(s)/objective(s) set out in the Rebate Targets Letter and Adobe is satisfied that Reseller has complied with the Rebate Terms. Without limiting the generality of the foregoing, Adobe shall be entitled to suspend, withhold or refuse payment of any Rebates, require Reseller to refund any Rebates that has been paid, and/or remove Reseller's eligibility to participate in the Revenue Performance Incentive(s) program, without prejudice to any of its rights, if:
 - a) Reseller has not provided proof of attainment of applicable target(s)/goal(s)/objective(s) set out in the Rebate Targets Letter to Adobe's satisfaction; or
 - b) Adobe determines that Reseller has provided information that is inaccurate, untrue, misleading or fraudulent, or has otherwise failed to comply with the Rebate Terms; or
 - c) Reseller has not resourced the Adobe business with the required people resources (as outlined in the "People resource requirements" section of this guide); or
 - d) Reseller has not completed the required number of demand generation and retention activities during the quarter (as outlined in the Partner program requirements)
 - e) Reseller has outstanding payments due to Adobe that are beyond the agreed payment terms
3. Adobe shall be entitled to do all that is necessary to verify Reseller's eligibility to receive Rebates, including checks on whether all relevant sales transactions are supported by valid end user orders. Adobe reserves the right to check all relevant transaction documents, including but not limited to Reseller's purchase order(s), end customers' purchase order(s), correspondence and email between Reseller and end customers, billing acceptance and payment receipts.

4. All payments of Rebates shall, in Adobe's sole discretion, be made by cheque or wire transfer to Reseller's designated bank account. No payment shall be made to any person, firm or corporation other than Reseller.
5. If, for any reason, Adobe reverses a license or transaction in respect of which a Rebate has been paid to Reseller, Reseller shall pay back to Adobe an amount equal to the rebate stemming from the reversed license or transaction, within forty-five (45) days of a written notice from Adobe.
6. The Revenue Performance Incentive(s) program is not part of the trading process that a Reseller has with Adobe, other Resellers and/or Authorized Adobe Distributors. A Reseller should not deduct monies from payments to Adobe, Authorized Adobe Distributor(s) and/or other Resellers on account of Incentive(s) being distributable. Reseller is free to set its own prices for all Software Products.
7. It shall be Reseller's obligation to report as income all Rebates received by Reseller pursuant to the Revenue Performance Incentive(s) program and Reseller shall indemnify Adobe and hold Adobe harmless to the extent of any obligation imposed on Adobe to pay any taxes or insurance, including without limitations, withholding taxes, social security, unemployment, or disability insurance, including the interest and penalties thereon. Reseller agrees to pay any Tax imposed by any governmental authority with respect to any payment made by Adobe under the Rebate Program. For the purposes of the Rebate Program, "Tax" shall mean any tax, fee or cost not based on Adobe's net income, including, but not limited to, sales, use, excise, value added, withholding or similar tax or any fees and penalties or interest associated with any of the foregoing.
8. Expiration or termination of the Program Agreement at any time will result in immediate disqualification of eligibility for participation in the Revenue Performance Incentive(s) program. Upon expiration or termination of the Program Agreement, or the Revenue Performance Incentive(s) program, no further payment of any Rebates shall be made to Reseller, except that Adobe will pay Rebates legitimately earned by Reseller and due and payable at the time of termination or expiration of the Program Agreement or the Revenue Performance Incentive(s) program. Notwithstanding the foregoing, in the event that the Program Agreement or the Revenue Performance Incentive(s) program is terminated for Reseller's breach of the Program Agreement or the terms and conditions under this section, as applicable, all unpaid Rebates will be canceled, without prejudice to other rights that Adobe may have.

Channel Incentive Program (Ad-hoc)

The "Channel Incentive Program" is an existing ad-hoc performance incentive program which Adobe may offer to qualifying Partners from time to time, under which Adobe makes available certain incentive(s) (financial or non-financial) for the benefit of individual representative(s) of qualifying Partners ("Partners' Individual Representative(s)"), upon the attainment of prescribed target(s)/goal(s)/objective(s).

1. The Partners that will qualify for each Channel Incentive Program shall be determined by Adobe in its sole discretion.
2. The general terms and conditions, set out below, shall apply to each Channel Incentive Program Adobe makes available to Partners.
3. Adobe will notify qualifying Partners in writing, of the applicable target(s)/goal(s)/objective(s) and any additional terms and conditions that may apply, each time Adobe makes available the Channel Incentive Program. Adobe, in its sole discretion, may also require Partner to acknowledge in writing.
4. Partner's acceptance of any additional terms and conditions applicable to the Channel Incentive Program.

Channel Incentive Program Terms and Conditions

Partner who is in good standing with Adobe and has met all obligations under the Program Agreement may be eligible to receive incentive(s) under the Channel Incentive Program for the benefit Partner's Individual Representative(s). Such entitlement shall be subject to attainment of applicable target(s)/ goal(s)/objective(s) through qualified sales-out of qualifying Software Products as prescribed by Adobe from time to time.

Partner represents that Partner's internal policies and processes permit Partner's Individual Representative(s) to participate in the Channel Incentive Program.

Partner further acknowledges and agrees:

1. Partner's representatives shall have no rights of enforcement under the Channel Incentive Program.
2. The Channel Incentive Program is made available to Partner on the condition that Partner, depending on the incentive being issued, may need to sign and return Adobe's acknowledgment form ("Acknowledgment Form") provided by Adobe prior to receiving the incentive(s). Adobe shall be under no obligation to provide Partner with the incentive(s) if the Acknowledgment Form is not duly executed by Partner and returned to Adobe.
3. Partner shall distribute the incentive(s) to Partner's Individual Representative(s) in accordance with these terms and conditions and shall provide proof of having done so, upon request by Adobe. Adobe shall be entitled to require a refund of any incentive paid to the Partner if such proof is not provided to Adobe's satisfaction.
4. At all times, Adobe retains sole discretion in approving or disallowing the distribution of the incentive(s), and all decisions made by Adobe are final.
5. In the event that the applicable target(s)/goal(s)/objective(s) are based upon attainment of revenue targets, the following shall apply:
 - a) All revenue-based target(s)/goal(s)/objective(s) are in the currency stipulated by Adobe from time to time;
 - b) Unless otherwise expressly provided in Adobe's Notification of Channel Incentive Program, all revenue-based target(s)/goal(s)/objective(s) are based upon net revenue to Adobe through qualified sales-out of the qualifying Software Products (net of returns, and excluding taxes, shipping, insurance and other fees) to Authorized Adobe Distributor(s) during the period of the Channel Incentive program ("Revenue Sell- Through"). All Revenue Sell-Through counts towards the Partner's target(s)/goal(s)/objective(s) achievement, except where the licenses for qualifying Software Products are installed outside the Territory.
 - c) Although Adobe will use reasonable efforts to include all qualified sales-out of the qualifying Software Products during the period of the Channel Incentive Program, products ordered and not delivered (for any reason) during the period of the Channel Incentive Program will not be considered as Revenue Sell- Through that counts towards Partner's target(s)/goal(s)/objective(s) achievement under the Channel Incentive Program
6. All orders for the qualifying Software Products must be supported by purchase orders from Partner's customers. If any products are returned, those products will be excluded from computation of Partner's attainment of target(s)/goal(s)/objective(s).
7. It shall be Partner's obligation to report as income all incentive(s) received by Partner pursuant to the Channel Incentive Program and Partner shall indemnify Adobe and hold Adobe harmless to the extent of any obligation imposed on Adobe to pay any taxes or insurance, including without limitations, withholding taxes, social security, unemployment, or disability insurance, including the interest and penalties thereon. Partner agrees to pay any Tax imposed by any governmental authority with respect to any payment to be made by Adobe under the Channel Incentive Program. For the purposes of this Channel Incentive Program, "Tax" shall mean any tax, fee or cost not based on Adobe's net income, including, but not limited to, sales, use, excise, Sourcing, withholding or similar tax or any fees and penalties or interest associated with any of the foregoing.
8. Adobe, in its sole discretion, may revise or terminate the Channel Incentive Program at any time. In accordance with the terms of the Program Agreement.
9. Upon expiration or termination of the Channel Incentive Program, all undistributed incentive(s) will be cancelled and no further distribution of any incentive(s) shall be made to Partner.
10. The Channel Incentive Program is not part of the trading process that a Partner has with Adobe, other Partners and/or Authorized Adobe Distributor(s). A Partner should not deduct monies from payments to Adobe, Authorized Adobe Distributor(s) and/or other Partners on account of Incentive(s) being distributable. Partner is free to set its own prices for all Software Products.

11. Adobe, in its sole discretion and without any prejudice to any of its rights, may refuse to distribute the incentive(s) to Partner, require Partner to return the incentive(s) that have been distributed, and/or remove Partner's eligibility to participate in the Channel Incentive Program, if:
 - a) Adobe deems that Partner has failed to comply with these Channel Incentive Program terms and conditions; and/or
 - b) Partner provides any information that is inaccurate, untrue, misleading or fraudulent.

Rules of Engagement

Eligible partners participating under APC Reseller program, must adhere to the following guidelines:

- Distributor will be provided current year's Adobe managed account list so Reseller can check with the Distributor prior to pursuing a customer.
- Reseller Partners are not permitted to engage with Adobe managed accounts, as defined by Adobe, unless prior written authority is provided.
- For all resale transactions, Reseller Partners are expected to lead any post-sale support, implementation, and services.

Note: If at any time Adobe determines a Reseller Partner has failed to comply with these guidelines, Adobe shall be entitled to suspend and/or remove the Reseller Partners' eligibility to participate in the APC Reseller program.

Exception Return Policy

From time to time channel partners find it necessary to ask for an RMA that falls outside of our standard terms. Adobe has an Exception Return Policy that allows returns for limited periods after the standard return time under certain conditions. This Exception Return Policy can be found on the partner portal and is incorporated by reference into this Program Guide. Adobe may update the Exception Return Policy from time to time by updating the version found on the partner portal.

Onboarding

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

For a new partner applying at the Registered, Certified or Gold membership level, onboarding involves completing an online code of conduct training and submitting an additional online application which may include compliance-related questions, confirmation of required certifications, and additional questions used to help Adobe evaluate whether the partner meets the criteria required for the new membership level or specialization. Adobe will use this questionnaire as well as other performance metrics to determine whether the partner meets the criteria to be accepted to the new membership level or specialization.

For Platinum and/or Specialization Partners (Education/Substance), much of the onboarding process is conducted off-line in partnership with an Adobe or Distribution account manager. Platinum Partners must also complete compliance training and participate in Adobe's global vetting and onboarding process. This additional onboarding consists of more in-depth due diligence processes, e.g., those related to the U.S. Foreign Corrupt Practices Act "FCPA."

Participation in the enrollment process does not guarantee acceptance to the Adobe Partner Connection Program. Without prejudice to Adobe's right to reject any potential partner from participating in the Adobe Partner Connection Program for any reason, Adobe reserves the right to change the application process and requirements to join the Adobe Partner Connection Program at any time.

Onboarding steps for a Registered, Certified or Gold Partner:

This process is followed for new and uplevel requests:

- 1 Partner completes online enrollment questionnaire
- 2 Partner accepts click-through program agreement.

3. For Certified and Gold level: Adobe evaluates partner's application and confirms acceptance or denial at the desired program level. Adobe's evaluation includes review of the partner's compliance questionnaire and confirmation that the partner meets all of the requirements of the desired level, including required personnel, completion of required code of conduct training, minimum revenue criteria, time required at a previous level, and any other requirements.
4. Partner is provided with systems access, including access to the Adobe Partner Connection Portal, Sales Center (Gold and above) and Adobe Channel Training Center

Onboarding steps for a Platinum Partner:

1. Partner completes offline compliance questionnaire.
2. Adobe conducts due diligence compliance onboarding process.
3. Adobe evaluates partner's application and confirms acceptance or denial. Adobe's evaluation includes review of the partner's compliance questionnaire and confirmation that the partner meets all of the requirements of the Platinum level (including any required code of conduct training, minimum revenue and or/ unit criteria, 12 months minimum as a Gold Partner) as well as success against other performance criteria (such as QBR completion, punctual payment history, customer satisfaction surveys and any other requirements).
4. Partner and Adobe execute hard copy program agreement.
5. Partner and Adobe meet to discuss and submit the Annual Business Plan.

Onboarding steps for an Education or Substance 3D Elite Partner:

1. Partner must be in good standing as a Certified, Gold or Platinum Reseller in the Reseller Program
2. Partner completes online application form (form can be requested from an Adobe Distributor or an Adobe Channel Account Manager)
3. Adobe evaluates partner's application and confirms acceptance or denial. Adobe's evaluation includes a review that partner has met all requirements of the Specialization level, as well as a compliance review

Ongoing Performance Evaluation

During the beginning of each Adobe fiscal year, Platinum and Specialization partners will be required to develop an Annual Business Plan jointly with their Adobe Account Manager. This business plan will include at minimum the following topics:

Platinum and Specialization Partner Business Plan Topics

Market Overview:

A commentary on the general business climate, highlights & challenges for the year ahead, and any significant shifts in sales or marketing strategy.

Business Review:

An analysis of the Adobe business for the year just completed. This should include revenue achieved, growth rates for the year, and customer satisfaction. It should also include a review of personnel and relevant certifications.

Business Objectives:

An overview of revenue goals for the year, critical success factors, and a discussion of sales and marketing strategy. This should include a focus on product mix, licensing mix (e.g. target mix of licensing vs Subscription sales) industry vertical, and customer segment focus.

Marketing Plan:

This should include any significant campaigns, launches, or demand generation activities for the year ahead. On a quarterly basis, Platinum Partners who receive Marketing funds (or "MDF") will be required to formally report performance against objectives and plans/strategies for the approved marketing activities. This quarterly reporting will be administered through the "Partner Marketing Performance" (PMP) Program, as well as conducted through the Quarterly Business Review (QBR). This QBR 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.

Down-leveling

Adobe reserves the right to conduct an evaluation of a partner's program level at any point in time. A formal evaluation will take place prior to a partner's contract renewal. In the event Adobe determines that a partner no longer qualifies for their current program level, Adobe may assign the partner a new level based on their current qualifications. In such an event, Adobe will notify the partner of its change in program level. Down-leveling will also result in a partner's benefits being adjusted to those appropriate to the new level.

Certified Partners - Certified Partners being down-leveled to Registered will lose access to all Adobe pricing and licensing programs and Deal Registration benefit. Resellers will have 30 days to claim any opportunities that have already been submitted and approved by Adobe.

Gold Partners - Gold Resellers being down-leveled to the Certified level will continue to have access to the Deal Registration benefit. All other benefits of the Certified level will remain in full effect.

Platinum Partners - Platinum Partners being down-leveled to the Gold level will continue to have access to the Platinum level rebate for the remainder of the quarter in which they are down-leveled. Rebate will be paid at the end of the quarter if objectives are met per the terms of the Revenue Performance Incentive. All other benefits of the Gold level will remain in full effect.

Termination

On occasion, it may be necessary for Adobe to terminate its relationship with a partner. Adobe may terminate a partner's membership in the program or any benefit provided by the program at any time without cause upon **14 days'** notice to the partner.

Definitions:

Qualifying Revenue Definitions:

Add-on VIP Licenses means new VIP or VIP Marketplace licenses added to an existing VIP ID outside the Renewal Window.

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

Eligible Creative Products include the following Adobe products: All Creative Cloud products available on the VIP and VIP Marketplace price lists, including Creative Cloud for teams, Creative Cloud for enterprise, all Creative Cloud single apps, Adobe Stock, and all other products available on the VIP and VIP Marketplace price lists, except for Eligible Document Cloud Products. For clarity, Eligible Document Cloud Products are not included in Eligible Creative Products

Eligible Document Cloud Products include the following Adobe products: All Document Cloud and Adobe Sign products available on the VIP and VIP Marketplace price lists

Eligible VIP Renewals are defined as all VIP Renewals and Expansion transactions, notwithstanding that new license SKUs are used for Expansion transactions. For clarity, Eligible VIP Renewals count toward the Creative Rebate Incentive and Document Cloud Rebate Incentive attainment during the relevant Cancellation Quarter, even if such renewals are transacted or invoiced by Adobe in a different quarter. All products available on the VIP and VIP Marketplace price lists in all vertical markets for which you are authorized are eligible, so long as such licenses are deployed in your respective regions. Only VIP Renewals on which you are the Incumbent Reseller are eligible for the Creative Rebate Incentive or Document Cloud Rebate Incentive..

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

Incumbent Reseller is defined as the reseller of record on the prior year's order (new or renewal). The customer must place the renewal order through the same reseller, and the VIP agreement number must be the same as the VIP agreement number of the prior year's order.

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

Renewals means VIP or VIP Marketplace renewal licenses on existing VIP IDs during the Renewal Window, and includes renewal licenses for customer migrating from VIP to VIP Marketplace.

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

Total Qualifying Revenue is defined, unless otherwise stated herein or in any supplementary documentation provided to the reseller, such as a quarterly rebate letter, as the amount paid to Adobe, less any returns, for purchases effected by Reseller ("sell-through value"), either directly from Adobe (in the case of Platinum Resellers) or from an Adobe Authorized Distributor, for all Eligible VIP Renewals and all VIP New Licenses. Licensing includes all Adobe desktop products sold through the VIP and VIP Marketplace, excluding ETLA. CCDA for Government through CLP is also included.

Additionally, the following revenue is specifically excluded from Total Qualifying Revenue: Non-product revenue (rebates, revenue share, referral fees, etc.), OEM, EA Maintenance & Support, shrinkwrap, TLP, CLP, EA, EEA, ETLA, and all non-VIP enterprise product revenue (including but not limited to DPS, LiveCycle, Connect, Adobe Marketing Cloud, Adobe Experience Cloud, and Adobe Site Catalyst). For resellers holding the Worldwide Specialization, revenue booked outside of the reseller's home region is excluded from Total Incentive Qualifying Revenue. Total Qualifying Revenue is capped at USD\$500,000 per deal.

VIP Incentive Qualifying Revenue is defined unless otherwise stated herein or in any supplementary documentation provided to the reseller, such as a quarterly rebate letter, as the amount paid to Adobe, less any returns, for purchases effected by Reseller ("sell-through value"), either directly from Adobe (in the case of Platinum Resellers) or from an Adobe Authorized Distributor, for all Eligible VIP Renewals and all VIP New Licenses.

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

VIP Marketplace Qualifying Revenue is defined unless otherwise stated herein or in any supplementary documentation provided to the reseller, such as a quarterly rebate letter, as the amount paid to Adobe, less any returns, for purchases effected by Platinum Reseller ("sell-through value") of all SKUs available on the VIP Marketplace price lists. Only VIP Marketplace transactions on which you are the Incumbent Reseller are eligible for the VIP Marketplace Incentive.

Additionally, the following revenue is specifically excluded from VIP Marketplace Qualifying Revenue: Non-product revenue (rebates, revenue share, referral fees, etc.), OEM, shrinkwrap, TLP, CLP, ETLA, VIP SKUs that are not on the VIP Marketplace price lists, and all non-VIP enterprise product revenue (including but not limited to LiveCycle, Connect, Adobe Marketing Cloud, Adobe Experience Cloud, and Adobe Site Catalyst.) For resellers holding the Worldwide Specialization, revenue booked outside of the reseller's home region is excluded from VIP Marketplace Qualifying Revenue. VIP Marketplace Qualifying Revenue is capped at USD\$500,000 per deal.

VIP New Licenses are defined as all new license SKUs through Net New VIP License transactions and Add-on VIP License transactions. All products available on the VIP and VIP Marketplace price lists are eligible. CCDA for government via CLP is also eligible.

For VIP, new license SKUs may be used only for purchases for either 1) additional VIP license quantities (over the quantity of VIP licenses from the prior Subscription Period) for an existing VIP Member not purchased during the Renewal Window 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 ID or without an Affiliate with a prior VIP ID. 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. For rebate purposes, Expansion transactions are included in Eligible VIP Renewals, not VIP New Licenses, even though new license SKUs are used for Expansion transactions.

China Sub-Region & Authorized Regions definitions

China Sub-Region means the Sub-Region in China in which partners are authorized to distribute Adobe products; depending on the Sub-Region of Partner Location. For example, if Partner location is in Beijing, the authorized China Sub-Region will be China North.

Authorized Regions means the partner’s qualifying revenue and incentives will only be applicable for authorized Sub regions in China. Direct Platinum reseller’s authorized region is China. Certified/Gold/Indirect Platinum reseller’s authorized region is the China Sub-Region where the reseller is located.

Below is a list of the regions, provinces and cities for which Reseller may seek authorization to license the Software Products under the Partner Program.

Provinces/Cities	Sub-Region
Municipality of Beijing 北京市	North
Municipality of Tianjin 天津市	North
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
Hubei Province 湖北省	East
Hunan Province 湖南省	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
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

Other definitions

Adobe Partner Connection Portal means Adobe's web portal for Partners under the Adobe Partner Connection @ www.adobe.com/ap/partners

Adobe Product Line Manager is an individual who is responsible for all of a Partner's activities with respect to Adobe products and will be the main interface in communications and collaboration between Adobe and the Partner. In particular, the Product Line Manager will be responsible for ensuring that (a) the relevant organizational units within the Partner are appropriately staffed and resourced, (b) relevant personnel within this Partner achieves and retains the mandated competence levels, (c) the appropriate product line goals and measurement programs to track progress in meeting such goals are in place and (d) programs and activities are well executed and reporting commitments.

CLP means the Cumulative Licensing Program, as described in the "CLP Program Guide" located on Adobe's website at <http://www.adobe.com/volume-licensing.html> (or any successor website thereto) which may be updated by Adobe from time to time.

Dedicated means devoting 100% of one's time to the sales, support and/or marketing of Adobe Products.

ELA means an agreement that Adobe has entered into with an End User customer pertaining to the licensing of Adobe products and/or the provision of maintenance and support services to an End User customer.

Enterprise Term License Agreement (ETLA) means an agreement that Adobe has entered into with an End User customer pertaining to the licensing of Adobe products and/or the provision of maintenance and support services to an End User customer.

Membership Level means the membership tiers available within the Adobe Partner Connection, namely the Platinum Level, Gold Level, Certified Level, Registered Level.

Program Agreement means the Adobe Partner Connection Program Agreement that every Partner must accept in order to participate in the Adobe Partner Connection.

TLP means the Transactional Licensing Program, as described in the "TLP Program Guide" located on Adobe's website at <http://www.adobe.com/sea/volume-licensing.html> (or any successor website thereto) which may be updated by Adobe from time to time.

Value Incentive Plan is a membership based program that allows customers to immediately download and deploy available Adobe products under a subscription type payment plan, as described in the "VIP Program Guide" available at <https://helpx.adobe.com/enterprise/vip.html> (or successor site thereto) which may be updated by Adobe from time to time. VIP may be sold only in countries authorized by Adobe.

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

VIP Product means the Software Products licensed under the VIP Program.

Conclusion

In conclusion, Adobe believes that our success as a company hinges upon the success of our Partners. By driving towards the same objectives, we can accomplish a profitable and mutually beneficial business relationship that will grow into the future.

Version	Notification Date	Effective Date
5.7	6 th March 2020	30 th May 2020
5.8	14 th August 2020	29 th August 2020
5.9	19 th February 2021	6 th March 2021
6.0	11 th January 2022	5 th March 2022
6.1	16 th February 2022	5 th March 2022
7.0	17 th February 2023	4 th March 2023

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Appendix 1: Partner Specialization Programs –Education and Adobe Substance 3D®(China)

Education Elite Partner Program (China only)

The Education Elite Partner Program has been designed for the Adobe Channel to work more closely with Adobe, be part of a network of Education focused partners, earn additional incentives and together build the digital literacy story with Education institutions. If you are interested in joining the Education Elite Partner Program, please contact your Adobe Channel Account Manager.

The Education Elite program has the following benefits and requirements:

Program benefits	Ability to promote your Adobe Education Elite status to the Education market and approval to use the specialization partner logo
	Listed as an Education Elite Reseller on Adobe's partner finder
	Access to VIP Education deal registration programs
	Ability to request Education marketing funds (at Adobe's sole discretion)
	Receive Education leads from Adobe
	Comprehensive training on Adobe's Education offerings and direct connection to Adobe's Education teams
	Access to NDA product briefings and partner advisory council meetings
	Invitation to exclusive Education events
	Access to Adobe NFR Software (applicable only if partner is not already receiving an NFR benefit from our Platinum/Gold partner program)
	Current good standing as a Certified, Gold, or Platinum Reseller in the Reseller Program.
Program Requirements	Have a history of positioning software, 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: <ul style="list-style-type: none"> • Website promoting education products and pricing • Can demonstrate sponsorship of education events or conferences • Elevated membership in other IT vendor's Education partner programs • Have 20+ existing Adobe VIP educational customers • Provide one public facing education customer case study that your organization has been involved with • Provide a customer reference letter from a K12 or Higher Education institution
	Partner appoints an Adobe Education business manager that coordinates/drives all Educational partnership activity that drives the Adobe Education business (non dedicated)
	Ensure that all customers purchasing Education products meet Adobe's purchasing criteria
	Build an annual Education business plan which contains jointly agreed goals on revenue growth, improved customer retention/deployment and marketing activity
	Ongoing business reviews with Adobe that review progress against agreed goals and activities from annual business plan (at least once every 6 months)
	Partner makes their sales team available for joint account planning sessions with Adobe account execs
	Partner agrees to make their Education sales team available for live "in person" or "online" sales training (at least once every 6 months)
	Partner has an Adobe Education landing page on their website that promotes Adobe's products, our Education ambassador programs and the Adobe Education Exchange website
	Partner conducts 1+ partner funded demand generation activity per quarter
	Partner conducts 1+ Partner funded activity per quarter that drives improved usage, deployment or renewal rates of the Education business. Activity can also drive membership to Adobe's education ambassador programs or the Adobe Education Exchange
	Regular achievement of minimum activity requirements (Education Elite partners that do not deliver activity requirements for 2 consecutive quarters can be removed from the program)
	Employ 1+ accredited APAC Education certified sales professionals: Rep is required to pass Adobe's education online training program + deliver a presentation to Adobe on Adobe's education value proposition (K12 and higher ed)

Adobe Substance 3D® Elite Partner Program (China only)

The Adobe Substance 3D® Elite Partner Program has been designed for the Adobe Channel to work more closely with Adobe, be part of a network of Adobe Substance 3D® focused partners, earn additional incentives and together demonstrate how Adobe Substance 3D® can be implemented to help drive our customer's 3D Design workflows. If you are interested in joining the Adobe Substance 3D® Elite Partner Program, please contact your Adobe Channel Account Manager.

The Adobe Substance 3D® Elite program has the following benefits and requirements:

Program benefits	Ability to promote your Adobe Substance 3D® Elite partner status to the market and approval to use the specialization partner logo
	Listed as a Adobe Substance 3D® Elite Reseller on Adobe's partner finder
	Access to VIP Adobe Substance 3D® deal registration programs
	Ability to request Adobe Substance 3D® marketing funds
	Receive Adobe Substance 3D® leads from Adobe
	Comprehensive training on Adobe's Substance 3D® offerings and direct connection with Adobe's regional product specialists
	Access to NDA product briefings and partner advisory council meetings
	Invitation to exclusive Adobe Substance 3D® events
Program Requirements	Access to Adobe NFR Software (applicable only if partner is not already receiving an NFR benefit from our Platinum/Gold partner program)
	Current good standing as a Certified, Gold, or Platinum Reseller in the Reseller Program.
	Have a history of positioning software, solutions and products in industries that require 3D design/workflow tools. Acceptable evidence includes a minimum of three (4) of the following: <ul style="list-style-type: none"> • Website promoting 3D design/workflow products and pricing • Can demonstrate sponsorship of events or conferences that focus on 3D design/workflow • Elevated membership in other IT vendors partner programs that have complimentary 3D design/workflow tools • Have 10+ existing Adobe VIP Adobe Substance 3D® customers • Provide one public facing customer case study that demonstrates how your organization has helped the customer with their 3D design/workflow requirements • Provide a customer reference letter from a customer who you've helped implement 3D design/workflow tools
	Assign the following resources to drive the Adobe Substance 3D® business: <ul style="list-style-type: none"> 1 x primary Adobe Substance 3D® business manager that coordinates/drives all partnership activity (non-dedicated resource); 1+ Solution Consultants in their organization to become skilled on Adobe Substance 3D® to conduct product demonstrations, help answer product enquiries and provide onboarding assistance (non-dedicated resource)
	Build an annual Adobe Substance 3D® business plan which contains jointly agreed goals on revenue growth, improved customer retention/deployment and marketing activity
	Ongoing business reviews with Adobe that review progress against agreed goals and activities from annual business plan (at least once every 6 months)
	Partner makes their sales team available for joint account planning sessions with Adobe account execs
	Partner agrees to make their sales team and solution consulting (presales technical team) available for live "in person" or "online" Substance sales/technical training (at least once every 6 months)
	Partner has an Adobe Substance 3D® landing page on their website that promotes the product offerings and resources to help support customers
	Partner conducts 1+ Partner funded demand generation activity per quarter
	Partner conducts 1+ Partner funded activity per quarter that drives improved usage, deployment or renewal rates of Substance tools
	Regular achievement of minimum activity requirements (Adobe Substance 3D® Elite partners that do not deliver the activity requirements for 2 consecutive quarters can be removed from the program)
Employ 1+ accredited APAC Substance certified sales professionals: Rep is required to pass Adobe's Substance 3D® online training program + deliver a presentation to Adobe on the value proposition	