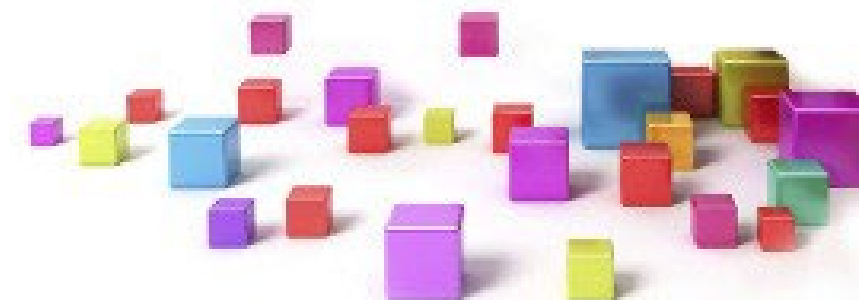


Adobe Partner Connection

Reseller Program Guide

Latin America





Adobe® Partner Connection Reseller Program

Latin America Program Guide

V9.0

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Adobe® Partner Connection Reseller Program

Latin America Program Guide

Adobe Partner Connection Portal

www.adobe.com/ap/partners

Overview of Adobe Partner Connection Program

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

- Retain the base
- Unlock growth with AI opportunities
- Proliferate base with Adobe Express
- Engage in value selling enablement

We believe that together with our partners, we can achieve these goals. We are committed to rewarding partners who work toward these goals through better partner program infrastructure, training, and incentives. Adobe will provide both financial incentives such as rebates, deal registration, and/or marketing funding, and non-financial incentives such as NFR software, training, and public recognition, to partners who work with us to drive these objectives.

Programs and partner types

A primary goal of the Adobe Partner Connection Program is to recognize and reward the unique competencies of each partner. To do this, it is important to identify the role that each partner plays. The Adobe Partner Connection Program consists of two unique programs designed for distributors and resellers. In addition, when a partner focuses on a unique market segment such as education, government, or ProVideo, the Adobe Partner Connection Program will treat these attributes differently and reward for unique areas of focus or specialization.

Partner types that do not focus on desktop product sales, including solution partners, Connect partners, Omniture partners, OEM/ISV partners, and system integrators, are not included in the Adobe Partner Connection Program and will continue to be run as separate programs at this time.

Reseller Program overview

Eligibility to join the Reseller Program is open to all businesses that sell or influence the sale of 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 resell any Adobe shrinkwrap or licensing offerings.

The description of the program that follows is an integral part of the Adobe Partner Connection Program Agreement and is designed to be read in conjunction with the Program Agreement that must be executed by each participating reseller. The terms and conditions of the Program Agreement shall apply to each reseller's participation in the Adobe Partner Connection Program. Any terms and definitions covered here shall have the same meaning as set forth in the Program Agreement.

Adobe retains the right, by email notification and other communication posted to the Adobe Sales Center, Adobe Partner Connection Portal, or any other similar partner/reseller communication website, to effect and announce changes to the Program Guide and to the policies and procedures described in this document and such changes that will be deemed to be incorporated herein by reference. Any changes will be effective 30 days from the date of the announcement. All new versions of the Program Guide shall

supersede and replace all prior and existing versions of the Program Guide. All support and resources provided by Adobe are subject to availability. The Adobe Partner Connection Program is defined as a worldwide program and leverages a common framework for Adobe partners across the globe. This document reflects the regional implementation of the framework for Latin America (Mexico, Brazil, and Strategic Latin America [all other countries in Central and South America and the Caribbean.])

Participation in the Reseller Program is subject to approval by Adobe. Without prejudice to Adobe's right to reject any potential reseller from participating in the Reseller Program, Adobe reserves the right change the requirements to join the Reseller Program at any time. Reseller will treat all materials relating to the Adobe Partner Connection Program, including this Program Guide, as confidential and will only disclose such information to a person who is an employee of Reseller and who is obligated to keep such information confidential.

Reseller Program levels

The Reseller Program rewards four different levels of engagement with Adobe: Platinum, Gold, Certified, and Registered. Resellers not participating in the Reseller Program will not have access to any Adobe shrinkwrap or licensing offerings.

Reseller Program level definitions

Registered - The Registered level allows resale of Adobe commercial shrinkwrap and TLP commercial, education, and government products. It requires an online click-through agreement for each reseller.

Certified - In addition to the benefits of the Registered level, Certified Resellers are eligible to sell Adobe's Cumulative Licensing Program (CLP) and Value Incentive Plan (VIP)* programs. Certified Resellers also have the option to be listed in the Partner Finder.

* VIP may be sold only in countries authorized by Adobe. Reference the document "VIP Authorized Countries" available on the Adobe Partner Connection Portal at <http://www.adobe.com/ap/partners>.

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

Platinum - The Platinum level requires the highest level of performance and engagement in the Adobe business. In return, it provides the reseller with the richest level of benefits in the Reseller Program. Platinum level resellers must meet all of the requirements for the Registered, Certified, and Gold levels, plus the additional requirements of the Platinum level. In addition to access to deal registration and an Adobe Account Manager, Platinum Resellers are eligible for performance incentives in the form of quarterly rebates and may be eligible for marketing funding at Adobe's sole discretion.

Restrictions on non-participating resellers

Only participating resellers will have access to any Adobe offerings. In addition, resellers in the Reseller Program at any level are prohibited from reselling Adobe products on public online marketplaces.

VIP terms and conditions and account administration

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

Also, a Reseller may not serve as the primary administrator, but the VIP Member may appoint its Reseller Account Manager as an additional administrator to help manage the Member's account.

Annual Requirements

The Gold and Platinum levels require a minimum revenue and/or VIP unit threshold to enter or maintain status at that level. The revenue requirement will be calculated based on annual Total Qualifying Revenue (see Definitions). At any point during the year that a reseller meets the annual revenue and VIP unit requirements for the previous four (4) quarters, that reseller can apply for the corresponding membership level.

Annual Requirements by reseller level and Market Area (in USD):

In addition to the VIP units and Total Qualifying Revenue requirements listed below, all Gold and Platinum Resellers must also transact a minimum of one (1) VIP sale in each of the preceding four (4) Adobe fiscal quarters. Platinum Resellers must also have a Dedicated Adobe Product Line Manager with a 100% time commitment to Adobe.

Reseller Level	Brazil & Mexico		Chile & Colombia		Peru		Argentina		All Other Countries Latin America	
	Revenue	Seats	Revenue	Seats	Revenue	Seats	Revenue	Seats	Revenue	Seats
Registered	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0
Certified	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0
Gold	\$230,000	1000	\$200,000	800	\$110,000	600	\$70,000	450	\$100,000	400
Platinum	\$1,800,000	3000	\$1,200,000	2000	\$750,000	1200	\$600,000	1000	\$500,000	800

Revenue = Total Qualifying Revenue as defined below

VIP Units = All SKUs sold through the VIP program only. All market segments, new and renewal, full and partial subscriptions. Creative Cloud includes complete and single app, named user and device-based licenses. Adobe Sign transactions are applied at a ratio of 150 transactions = 1 VIP unit.

Note: If a reseller has Reseller Locations in multiple market areas, the reseller must meet the Annual Requirements for each market area to qualify for the desired membership level in that market area.

Sales territory requirements

Resellers who meet all of the criteria required for participation in the Adobe Partner Connection Program and who successfully complete the enrollment process, including accepting the Program Agreement, will be eligible to sell Adobe products in the following sales territories.

Reseller level	Reseller Location	Sales Territory
All	Brazil	Brazil
All	Mexico	Mexico
All	Strategic Latin America	Strategic Latin America (see <i>Market Area</i> in the <i>Definitions</i> section for a complete list of countries.)

Pricing and buying program summary

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

	Shrink C	TLP-C	TLP-G	TLP-E	CLP & VIP-C	CLP & VIP-G	CLP & VIP-E
Registered Reseller	✓	✓	✓	✓			
Certified, Gold, and Platinum Resellers (excluding Brazil) (No specializations required)	✓	✓	✓	✓	✓	✓	✓
Certified, Gold, and Platinum Resellers (Brazil) (No specializations required)	✓	✓	✓	✓	✓		✓
Certified, Gold, and Platinum Resellers (Brazil) (Government Specialization)	✓	✓	✓	✓	✓	✓	✓

C = Commercial

E = Education

G = Government

TLP = Transactional Licensing Program

CLP = Cumulative Licensing Program

VIP = Value Incentive Plan

In addition, VIP Marketplace is now offered to direct purchasing partners for commercial offerings. Commercial, indirect resellers in Latin America may contact an authorized distributor.

A detailed description of additional eligibility, program requirements, and benefits follows.

Reseller Program level details

Registered Reseller

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

Certified Reseller

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

Requirements	Benefits
All requirements above, plus:	All benefits above, plus:
Submit the Certified Reseller online application	Eligibility to purchase CLP and VIP commercial products from an Authorized Adobe Distributor (list available on the partner portal)
Complete the Adobe Business Partner Code of Conduct training. (Minimum of one representative who holds responsibility for overseeing compliance.)	Eligibility to earn specializations
	Public listing as a Certified Reseller on the Adobe website and use of exclusive Certified Reseller logo

Gold Reseller

Gold Resellers must meet all eligibility requirements for the Registered, Certified, and Gold levels. The primary requirements for participation in this level are annual revenue and a minimum quantity of VIP unit sales.

Requirements	Benefits
All requirements above, plus:	All benefits above, plus:
Meet minimum 6 months as an Adobe authorized reseller in the Adobe Partner Connection Program prior to applying at the Gold level	Support by an Adobe channel resource
Meet minimum annual VIP revenue and unit requirements for your market area. (See <i>Annual Requirements, above.</i>)	Eligibility to participate in the Deal Registration Incentive and receive incentives for qualifying deal submissions
Transact a minimum of one (1) VIP sale in each of the preceding four (4) quarters	Eligibility to receive not-for-resale (NFR) copies of select software according to applicable Adobe policy at Adobe's sole discretion
Complete the Adobe Business Partner Code of Conduct training. (Minimum of one representative who holds responsibility for overseeing compliance.)	Eligibility to participate in joint product launches, promotions, or campaigns as invited by Adobe
	Public listing as a Gold Reseller on the Adobe website and use of exclusive Gold Reseller logo

Platinum Reseller

Platinum Reseller is the highest level in the Reseller Program. This level is reserved for resellers that make a significant investment in the Adobe business. The primary requirements to become a reseller at this level are annual revenue and VIP unit thresholds. The Platinum level provides the richest level of benefits in the Reseller Program.

Requirements	Benefits
All requirements above, plus:	All benefits above, plus:
Meet minimum 12 months as a Gold Reseller prior to applying at the Platinum level	Eligibility to earn performance incentives (rebates) tied to quarterly objectives
Meet minimum annual revenue and VIP unit requirements for your market area. (See <i>Annual Requirements, above.</i>)	Eligibility to receive a minimum of one dedicated headcount for approved sales and marketing activities. Additional dedicated headcount may be available at Adobe's sole discretion.
Appoint a Designated Product Line Manager with responsibility for Adobe products in accordance with program guidelines for the Platinum level	Eligibility to purchase commercial and government CLP, and VIP products direct from Adobe (with appropriate specializations if required)
Execute the Platinum Reseller Agreement	Eligibility for marketing funds at Adobe's sole discretion
Complete the Adobe Business Partner Code of Conduct training. (Minimum of one representative who holds responsibility for overseeing compliance.)	Direct purchasing Platinum Resellers are eligible to resell VIP Marketplace through Adobe's API integration.

VIP Marketplace

Adobe direct partners have the option to integrate directly with Adobe and sell Adobe products through VIP Marketplace. Transacting through VIP Marketplace requires a technical integration. Please contact your Adobe Channel Account Manager for more details. Adobe education and government products are available through VIP Marketplace from January 18, 2024. Indirect resellers should contact an Adobe Authorized Distributor to transact through VIP Marketplace. Resellers who wish to transact Education and Government should contact Adobe Authorized distributors authorized to resell Education and Government.

VIP orders cannot be returned within VIP Marketplace. If existing VIP Members have VIP orders that are eligible for return, then such orders may no longer be returned after migration to VIP Marketplace. Thus, upon migration to VIP Marketplace, Reseller waives any rights to return such orders.

Reseller Program benefits

The Reseller Program is designed to offer rich benefits for partners who develop a deep expertise in the Adobe business and align their goals and objectives accordingly. There are varying levels of benefits for each Reseller Program level.

Adobe's program of benefits includes deal registration, performance incentives (rebates), marketing funds, and non-financial benefits. These benefits will be awarded to those resellers that meet Adobe's expectations for growing the business and increasing customer loyalty.

Reseller financial incentive overview

The Reseller Performance Incentive Framework defines the package of financial incentives that Adobe offers to resellers who meet high performance objectives such as revenue target achievement, unique quarterly goals (such as by market segment 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 and level in the program (Registered, Certified, Gold, or Platinum). The diagram below illustrates which financial incentives are available at each Reseller Program level.

	Registered	Certified	Gold	Platinum
Deal Registration			✓	✓
Quarterly Rebates				✓
Marketing Funds				At Adobe's discretion

Deal Registration Incentive

The Deal Registration Incentive is designed to reward Adobe resellers for generating demand for Adobe products. Adobe Partner Connection resellers at the Gold and Platinum levels are eligible to participate in the Deal Registration Incentive. All eligible resellers may register government and education opportunities in VIP. Resellers must have the appropriate market specializations to register education or government opportunities.

Overview and reward calculation

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

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

Deal Registration Incentive

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

Buying program/s	Payout per deal	Deal characteristics & criteria	Additional qualification criteria
VIP	Document Cloud. VIP offerings only. Acrobat: 10% reward	30+ unit deal. Net New subscriptions only; renewals are not eligible. Full year or any partial year pro-rated duration. Multi year purchases are paid out on only the first 12 months. Government & Education only.	Available in all countries except those specifically prohibited by Adobe. See the "Definitions" section of this document.
VIP Marketplace	Document Cloud. VIP Marketplace offerings only. Acrobat: 30% reward	30+ unit deal. Net New subscriptions only; renewals are not eligible. All Market Segments	This offer may be made available as set forth in your quarterly rebate letter. Adobe VIP Marketplace Direct Partners only.

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

Opportunities eligible for deal registration

Deal registration opportunities must be Net New to Adobe at the time of registration to be eligible for the Deal Registration Incentive. Net New means an opportunity that is both new to the Deal Registration Incentive and

new to the Adobe sales pipeline (i.e. not renewal of an existing VIP, CLP, or term-based license.) Upsell opportunities for existing customers are eligible; however, note that new license SKUs for upsell opportunities may not be submitted on the same purchase order as renewal SKUs. Opportunities that are the result of switching buying programs, e.g. ETLA > VIP, are not eligible for deal registration. For VIP multi-year commit deals, only the value of the first 12 months is eligible for deal registration payout.

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

ETLA opportunities are ineligible for the Deal Registration Incentive.

Products eligible for deal registration

Document Cloud product - Acrobat - available on the VIP price lists is eligible for deal registration. Perpetual licenses (TLP, CLP, FLP) are not eligible for deal registration.

Other Adobe products such as Adobe Marketing Cloud, LiveCycle, and Connect are not eligible as part of this Deal Registration Incentive; however, they may be eligible for separate deal registration programs.

Qualifying Revenue

For all orders that are purchased through an Authorized Adobe Distributor, Qualifying Revenue is based on the Adobe Estimated Street Price ("List Price").

Order eligibility

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

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

To be eligible for deal registration payout, orders must be placed at least one day prior to the opportunity expiration date, and the latest submit date must be at least one day prior to the order date.

Opportunities submitted and/or booked outside of the reseller's home region are ineligible for the Deal Registration Incentive (whether or not the reseller holds the Worldwide Specialization).

Minimum thresholds

For Document Cloud VIP-only opportunities, a 30-unit minimum Net New deal size is required. The 30-unit minimum threshold can be achieved with either full-year or pro-rated Document Cloud subscription SKUs available through VIP only.

For VIP Marketplace, any combination of eligible Document Cloud subscription SKUs may be used to meet the VIP Marketplace 30-unit minimum Net New threshold.

Deal Registration Incentive Terms & Conditions

- All orders must be placed at least one day after the submit date on the opportunity.
- All orders must be placed prior to the expiration of the opportunity.
- All Deal Registration Incentives rebates must be claimed within 30 days of the order date.
- Opportunities are valid for 90 days from the approval date.
- A single 30-day extension may be requested through the system prior to the expiration date of the opportunity.
- Eligible products on the order must meet or exceed the applicable payout threshold to earn rebate, even if the opportunity was approved at a lower amount.
- The customer account name on the opportunity must match the customer account name on the order.
- Orders must be for customers within the reseller's designated territory.
- Orders fulfilled through adobe.com are not eligible for the Deal Registration Incentive.
- Orders for a reseller's own use are not eligible for the Deal Registration Incentive.

Only purchases effected by a third party customer to the fulfilling reseller shall be eligible for the Deal Registration Incentive. Under no circumstance will purchases made for internal use by an Adobe channel member, including another reseller, be eligible to qualify for a reward under this incentive. Additionally, deals sourced by Adobe, another reseller, or another distributor and provided to a reseller to fulfill are not eligible for the Deal Registration Incentive.

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

Opportunities originating from customer RFP / RFQ bid scenarios may be rejected unless there is adequate justification to show the reseller is adding value to the opportunity; for example, by promoting Adobe if the solution is ambiguous or references an Adobe competitor. Opportunities sourced from bid boards are not eligible for the Deal Registration Incentive. Opportunities or leads provided to the reseller by Adobe 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, or received the lead from Adobe.

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

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

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

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

In the event that Adobe has reasonable suspicion that a reseller has violated any of the terms described above with the submission of an order, including splitting or asking a customer to split an order into two or more parts, for the purpose of qualifying under this incentive, Adobe reserves the right to investigate the matter, including auditing reseller records of purchase orders received from the customer. If Adobe determines the reseller partner is in violation of any of the terms of this agreement, the reseller will be suspended from the Deal Registration Incentive, and may face permanent loss of deal registration participation or overall participation in the Adobe Partner Connection Reseller Program, at the sole discretion of Adobe.

In the event that a reseller loses its status in the program, this reseller will have thirty (30) days from the date of the loss of status to submit any outstanding claim with Adobe with regard to the Deal Registration Incentive. After this period, all opportunities and/or claims will be considered expired and the reseller will no longer be eligible for the reward. Please note that the reseller's Sales Center account will be blocked when the reseller's account is suspended or terminated. If this occurs, the reseller must work with their Adobe Account Manager or other Adobe representative to close out any outstanding eligible opportunities and/or claims.

Revocation of deal registration opportunities

On occasion, Adobe may decide to revoke an opportunity that was previously approved. Scenarios whereby Adobe may revoke a registration are as follows:

- Administrative error by Adobe. (Examples: System error, human error, a duplicate registration was discovered including those where the parent company may have subsidiaries under differing names.) In cases of administrative error, Adobe will make commercially reasonable efforts to notify the reseller as soon as the discrepancy is discovered.
- The opportunity record has not been updated for more than 90 days.
- It comes to Adobe's attention after approval that any of the information provided in the submitted

registration application was falsified, inaccurate, misleading, incomplete, or omitted.

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

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

Platinum Reseller financial incentive summary

Financial Incentive	Eligibility	Criteria	Attainment method	Payout
Quarterly rebate	Platinum	Revenue and/or unit-based target(s) determined by Adobe on a quarterly basis.	Payout tiers provided via quarterly rebate letters.	One or more Qualifying Revenue types (see Definitions). Variable payout rates.*
Marketing funds	Platinum	Qualified and approved marketing activities. Reimbursed after proof of activity.	No set amount. Awarded at Adobe's discretion.	Variable. Awarded at Adobe's discretion.

Deals purchased against an Adobe Worldwide CLP Reseller or Worldwide ALC agreement (for resellers holding this agreement) are not eligible for any financial incentives discussed in this Program Guide.

In the event that a reseller fails to meet a minimum of 85% attainment of the Revenue Performance Incentive for two (2) quarters in a row, Adobe will conduct a performance review, and the reseller's membership level may be downgraded by Adobe, at Adobe's sole discretion.

Quarterly incentives (rebate)

Platinum Resellers will be eligible to participate in one or more of the following quarterly incentives. Available incentives, including specific targets, payout bases, and payout rates for each incentive, will be provided to the reseller at the beginning of each Adobe fiscal quarter. Resellers that achieve their revenue target/s will be awarded a rebate.

How your rebate goals will be set		Qualifying revenue base against which your rebate will be paid
Financial Incentive	Criteria	Payout base
Creative Cloud Net Growth Incentive (M1)	Target based on the expected ARR (Annualized Recurring Revenue) quarterly growth for Creative Cloud available through VIP and VIP Marketplace.	Growth ARR (Quarter Ending ARR minus Quarter Beginning ARR) for Eligible Creative Cloud Products
Document Cloud Net Growth Incentive (M2)	Target based on the expected ARR (Annualized Recurring Revenue) quarterly growth for Document Cloud products available through VIP and VIP Marketplace.	Growth ARR (Quarter Ending ARR minus Quarter Beginning ARR) for Eligible Document Cloud Products
VIP Marketplace Migration Incentive	Payout on VIP Marketplace Education and Government Migration Qualifying Revenue.	Payout on VIP Marketplace Education and Government Migration Qualifying Revenue upon achieving 100% of target. Rebate payout capped at 100% attainment.
Adobe Express Incentive	Unit based target for Adobe Express products available through VIP and VIP Marketplace	Revenue generated from sales of Net New and Add On VIP and VIP Marketplace licenses of Adobe Express.

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

VIP Incentive payout details

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

Renewal window = Anniversary Date +/- 30 days

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

- If the cancellation date (the end of the renewal window) is in the current quarter, the transaction will count toward the current quarter's attainment.
- If the cancellation date is in the following quarter, the 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 units on an existing VIP agreement 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 units added to an existing VIP agreement 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 on Qualifying Revenue as indicated in the quarterly rebate letter. Adobe reserves the right to exclude any Adobe-led deal from Qualifying Revenue.

Upon the close of the quarter, the Adobe Account Manager will examine the revenue targets, revenue target achievement, and performance of each reseller. In addition, the Adobe Account Manager will verify compliance with contractual obligations such as end-user sell-through data reporting. If a partner has achieved the targets specified and complied with all mandatory contractual obligations, the rebate will be paid. The decision of Adobe and of its representatives on any claim or dispute to the targets is final.

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

Any administrative fees associated with use of the Channel Return Exception Policy will be deducted from the reseller rebate. The Channel Return Exception Policy is available on the Adobe Partner Connection Portal or from your Adobe Order Management representative.

All rebate payouts will be made via wire transfer.

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.

Weekly pipeline reporting requirement

All Platinum Resellers must submit a weekly pipeline report to their Adobe Channel Account Manager no later than 12:00 pm (in each partner's local time zone) on Monday each week in the quarter. The pipeline report template will be provided. Partners must use the provided template for their weekly pipeline report.

Failure to submit the weekly pipeline report on time will result in the following rebate deductions:

Occurrence	Deduction
1 missed or delayed report	.5% deduction in total VIP Incentive payout (including any accelerator payout)
2 missed or delayed reports	1% deduction in total VIP Incentive payout (including any accelerator payout)
3 or more missed or delayed reports	Ineligibility for any VIP Incentive payout (including any accelerator payout) for the quarter

Marketing funds

Platinum Resellers may be eligible for access to Adobe marketing funds. These are one-off marketing contributions, generally available for specific marketing activities and to drive end-user demand generation. The amount and purpose of these funds will be made available at the sole discretion of Adobe and will be subject to additional terms and conditions, which resellers must accept in order to receive marketing funds.

Adobe marketing personnel will inform qualifying Platinum Resellers, when applicable, of the availability of such marketing funds and of the conditions and selection criteria for their availability.

Marketing funds are made available for the sole purpose of actively planning and implementing marketing activities for Adobe products. All marketing activities, whether funded by Adobe or not, must be in accordance with Adobe's policies regarding advertising and trademark usage as established from time to time by Adobe and made available on the partner portal or otherwise as provided by Adobe to resellers.

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

Funds will expire, without exception, two (2) quarters from the first day of the quarter in which they are made available to the reseller, if not claimed. Funds that have not been claimed or have not been allocated for a specific activity 30 days prior to their expiration may be reclaimed by Adobe without further notice.

Specializations

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

Education

Addressing the education market is a critical priority for Adobe and we would like to identify and reward resellers who have a particular competency in the education market.

Purchase of these products can only be made from an authorized Adobe distributor. Education products must be purchased from an authorized Adobe distributor or another partner qualified to provide such products under the Adobe Partner Connection Program.

In order to qualify to for the Education Specialization, a reseller must meet the following criteria:

1. Current good standing as a Certified, Gold, or Platinum Reseller in the Reseller Program.
2. Meet Annual Revenue Requirement of \$50,000 USD in Adobe education sales. (Qualifying Revenue for purposes of qualifying for the Education Specialization includes shrinkwrap sales.)
3. Have a history of positioning software strategies, solutions and products in the education market through promotional, marketing, and/or sales activities. Acceptable evidence includes a minimum of 3 of the following:
 - Education product catalog, marketing materials, and/or website promoting education product offerings.
 - Evidence of sponsorship of or proactive participation in education events or conferences.
 - Certificate from third party software or hardware vendor showing education certification or specialization.
 - Membership in education supplier professional trade associations, training and certification providers, or education publishers.
 - Education services companies providing content and other education services, or proof of selection as an approved education supplier under a negotiated public procurement.
 - Education customer case studies or references.
 - An education-focused outbound/inbound sales team with a marketing plan, business plan, and/or sales/account plan.
4. Employ at least one Adobe Certified Sales Professional, Education, if and when required by Adobe.
5. Check that all customers seeking to purchase education products are eligible according to the latest Adobe guidelines.
6. Obtain access to a database, catalog, or directory of eligible education organizations (created internally or purchased from a provider).
7. Provide a comprehensive Adobe education offerings landing page with a visible link from the reseller's home page.
8. Maintain full electronic records of customer purchases of Adobe education products for a period of two years post-sale according to the latest Adobe guidelines.
9. Submit the Education Specialization application to latampm@adobe.com.

Approval will be subject to an Adobe review panel's approval of the application. Reseller will be notified of the status of their application.

Resellers who meet all the requirements above and who achieve the Education Specialization will be eligible for the following benefits:

- Eligibility for education promotions, product bundles, or special offers.
- Eligibility to receive NFR software solely for demonstration and evaluation purposes, in accordance with applicable Adobe policy.
- Access to education-specific marketing materials and content on the partner portal.
- Access to use the appropriate Adobe Partner Connection specialization logo according to published guidelines.

Government (Brazil only)

Addressing the government sector is a priority for Adobe and we would like to identify Adobe Authorized Resellers ("Resellers") that have a particular competency in the government market. The Government Specialization is a prerequisite to selling VIP government licensing programs (including VIP Marketplace and VIP Custom).

In order to qualify to for the Government Specialization, a reseller must meet the following criteria:

1. Current good standing as a Gold or Platinum Reseller in the Reseller Program OR as a Certified Reseller also enrolled in the Adobe Sign ISV Program (<https://acrobat.adobe.com/us/en/business/integrations/>)

[isv-partner-program.html](#)) and have at least one resource successfully complete the Adobe Sign Technical Training.

2. Be incorporated as a regular sociedade limitada or sociedade anônima, as determined by Brazilian legislation. For clarification purposes, microempreendedor individual (MEI) are not considered as regular sociedade limitada or sociedade anônima.
3. Must not be not classified as empresa de pequeno porte (EPP) or microempresa under Brazilian tax legislation.
4. Have a dedicated government contracting group formed by (i) at least two (2) sales representatives dedicated to the government sector, and (ii) one (1) solution consultant (pre and post sales). The dedicated government contracting group shall complete Adobe's Government Specialization Training once a year.
5. Have a history of software solutions and sales achievement in the government market segment, as demonstrated by a minimum of 3 of the following:
 - a. Products/services on at least 10 government contract vehicles.
 - b. Adobe Products on at least 5 government contract vehicles
 - c. Government product catalog.
 - d. Website and marketing materials promoting government offerings, solutions and pricing
 - e. Customer references from five (5) government customers.
6. Check that all customers seeking to purchase government products are eligible according to the latest Adobe guidelines.
7. Continue to maintain full electronic records of reseller purchases of Adobe government products for a period of two years post-sale according to the latest Adobe guidelines.
8. Must not have been terminated for cause by any government entity.
9. Must not have been suspended or penalized by government entities or courts due to breach of contractual obligations.
10. Must be registered before Comprasnet, maintained by Brazilian government.
11. Must not be listed on any corruption, non-compliance, or "blocklist" databases maintained by government entities.
12. Must present copies of articles of association and taxpayer registration number (CNPJ).
13. Submit the Government Specialization application and required document and information to latampm@adobe.com.

Government (Mexico, Chile and Colombia)

Addressing the government sector is a priority for Adobe and we would like to identify Adobe Authorized Resellers ("Resellers") that have a particular competency in the government market. The Government Specialization is a prerequisite to selling VIP government licensing programs (including VIP Marketplace and VIP Custom).

In order to qualify to for the Government Specialization, a reseller must meet the following criteria:

1. Current good standing as a Gold or Platinum Reseller in the Reseller Program OR as a Certified Reseller.
2. Have a dedicated government contracting group formed by (i) at least two (2) sales representatives dedicated to the government sector, and (ii) one (1) solution consultant (pre and post sales). The dedicated government contracting group shall complete Adobe's Government Specialization Training once a year.
3. Have a history of software solutions and sales achievement in the government market segment, as demonstrated by a minimum of 3 of the following:

- a. Products/services on at least 8 government contract vehicles.
- b. Adobe Products on at least 4 government contract vehicles
- c. Government product catalog.
- d. Website and marketing materials promoting government offerings, solutions and pricing.
- e. Customer references from three (3) government customers.
- f. Successful Completion of up-to-date Adobe Product Trainings for Adobe Acrobat, Firefly, Express and Stock from Adobe Channel Training Center:
 - Hands-On: Adobe Acrobat Product Value
 - Adobe Firefly - Q3FY23 Product Value Hands-On
 - Hands-On: Adobe Express Product Value
 - Adobe Stock - Q3FY23 Product Value Hands-On
4. Check that all customers seeking to purchase government products are eligible according to the latest Adobe guidelines.
5. Continue to maintain full electronic records of reseller purchases of Adobe government products for a period of two years post-sale according to the latest Adobe guidelines.
6. Must not have been terminated for cause by any government entity.
7. Must not have been suspended or penalized by government entities or courts due to breach of contractual obligations.
8. Must be registered before the relevant Government Procurement Agency of the region, maintained by the local government.
9. Must not be listed on any corruption, non-compliance, or "blocklist" databases maintained by government entities.
10. Must present copies of articles of association and taxpayer registration number (RUT, NIT, etc).
11. Please Submit the Government Specialization application, along with all required documents and information to the Distributor and copy latampm@adobe.com on the email. The Distributor will conduct the initial review and then forward the application for further evaluations.

It is also highly desirable that resellers wishing to become certified under the Government Specialization provide one or more certificates of courses completed in the areas of government contracting and government regulations when applying for the Government Specialization.

Approval will be subject to an Adobe panel's review of the application and during such review Adobe may ask for additional documents and information to support reseller's application. Reseller will be notified of the status of their application and must successfully complete Government Specialization Training provided by Adobe. Should Reseller not meet the criteria or fail to comply with the terms of their agreement with Adobe after obtaining the Government Specialization, Adobe may immediately remove such Reseller's Government Specialization by written notice.

Resellers who meet all the requirements above and who achieve the Government Specialization will be eligible for the following benefits:

- Eligibility to purchase CLP and VIP government products from an authorized Adobe government distributor or directly from Adobe (as applicable).
- Eligibility for government promotions, or special offers.
- Access to government-specific marketing materials and content on the partner portal.
- Support from Adobe in relation to documents which may be required by government.

Onboarding

Adobe wishes to create business relationships only with resellers that meet the company's business

objectives and criteria for integrity and compliance. Therefore, all resellers wishing to participate in the Reseller Program, including applying for a higher level of membership or a specialization, must successfully complete Adobe's onboarding process.

For a new reseller applying at the Registered level, onboarding involves completing a short online enrollment process.

For an existing reseller wishing to apply to the Certified or Gold membership level or add a specialization, onboarding involves completing an online code of conduct training and submitting an additional online application. This application may include compliance-related questions and additional questions to help Adobe evaluate whether the reseller meets the criteria required for the new membership level or specialization. Adobe will use this questionnaire as well as other performance metrics to determine whether the reseller meets the criteria to be accepted to the new membership level or specialization.

For Distributor Authorized Resellers (DAR), please work with your distributor for onboarding.

For VIP Marketplace (MP) onboarding, please work with your Adobe Channel Account Manager

For Platinum Resellers, much of the onboarding process is conducted offline in partnership with an Adobe account manager. Platinum Resellers must also complete compliance training and participate in Adobe's global vetting and onboarding process for channel partners who wish to be considered direct business partners with Adobe. This additional onboarding consists of more in-depth due diligence processes, e.g. those related to the U.S. Foreign Corrupt Practices Act ("FCPA").

For resellers upleveling to the Platinum level, all benefits associated with the new level will apply beginning on the first day of the Adobe fiscal quarter after the reseller's uplevel request has been approved by Adobe.

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

Onboarding steps for a Registered, Certified, or Gold Reseller:

This process is followed for new and uplevel requests.

1. Reseller completes online enrollment questionnaire specific to the desired level.
2. Reseller accepts click-through program agreement.
3. (For Registered level only) Reseller receives automatic approval via email.
(For Certified and Gold levels) Adobe evaluates reseller's application and confirms acceptance or denial at the desired program level or specialization. Adobe's evaluation includes review of the reseller's compliance questionnaire and confirmation that the reseller meets all of the requirements of the desired level or specialization, including and required personnel, completion of required code of conduct training, minimum revenue and/or unit criteria, time required at a previous level, and any other requirements.
4. Reseller is provided with systems access, including access to the Adobe Partner Connection Portal and Sales Center (Gold and above).

Onboarding steps for a Platinum Reseller:

1. Reseller completes offline compliance questionnaire.
2. Adobe conducts due diligence compliance onboarding process.
3. Adobe evaluates reseller's application and confirms acceptance or denial. Adobe's evaluation includes review of the reseller's compliance questionnaire and confirmation that the reseller meets all of the requirements of the Platinum level, including any required personnel, completion of required code of conduct training, minimum revenue and/or unit criteria,

months minimum as a Gold Reseller, success against previous performance criteria, and any other requirements.

4. Reseller and Adobe execute hardcopy program agreement.
5. Reseller and Adobe meet to discuss objectives and strategies for the upcoming quarter/s.

For resellers at all levels, all of the above steps must be completed for each subsequent annual renewal.

Ongoing performance evaluation

On a quarterly basis, Platinum Resellers will meet with their Adobe account managers for a joint discussion of reseller performance against objectives and to discuss objectives and strategies for the upcoming quarter. This quarterly review will include both a focus on the previous quarter's performance as well as a look ahead to readjust strategy to achieve goals the next quarter. These quarterly reviews are an opportunity for resellers to get a preview of Adobe's strategy for the upcoming quarters and to align sales and business objectives accordingly.

Down-leveling

Adobe reserves the right to conduct an evaluation of a reseller's program level at any point in time. A formal evaluation will take place on an annual basis. In the event Adobe determines that a reseller no longer qualifies for their current program level, Adobe may assign the reseller a new level based on their current qualifications. In such an event, Adobe will notify the reseller of its change in program level.

Down-leveling will also result in a reseller's benefits being adjusted to those appropriate to the new level.

Certified Resellers - Certified Resellers being down-leveled to Registered will lose access to all Adobe pricing and licensing programs applicable to the Certified level and any specializations they may have attained.

All other benefits of the Registered level will remain in full effect.

Gold Resellers - Gold Resellers being down-leveled to the Certified level will lose the ability to submit new opportunities to the Deal Registration Incentive effective immediately. Resellers will have 60 days to claim any opportunities that have already been submitted and approved by Adobe.

All other benefits of the Certified level will remain in full effect.

Platinum Resellers - Platinum Resellers being down-leveled to the Gold level will not be eligible for quarterly rebate in future quarters. If a Platinum Reseller is down-leveled during an Adobe quarter, quarterly rebate will be paid at the end of the period if objectives are met per the terms of the quarterly rebate letter. Platinum Resellers being down-leveled to the Gold level will lose access to any dedicated headcount effective on the first day of the following quarter, or as notified by Adobe.

All other benefits of the Gold level will remain in full effect.

Termination

On occasion, it may be necessary for Adobe to terminate its relationship with a reseller. Adobe may terminate a reseller's membership in the program or any benefit provided by the program at any time without cause upon 14 days' notice to the reseller (for Registered, Certified, and Gold Resellers) or 30 days' notice (for Platinum Resellers.)

Definitions

Qualifying Revenue definitions

Active ARR means the annualized (12 month) value of licenses invoiced by an end user customer.

Add-on VIP Licenses means new VIP, VIP Marketplace, or LGA 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 market segments for which you are authorized are eligible, so long as such licenses are deployed in Latin America. 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 ID or agreement.

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

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

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 direct Platinum Resellers) or from an Adobe Authorized Distributor, for shrinkwrap and licensing. Shrinkwrap includes traditional boxed product, where available, and digital formats of Adobe desktop products delivered via point-of-sale-activated (POSA) boxes, POSA cards, and electronic software delivery (ESD). Licensing includes all Adobe desktop products sold through the VIP, VIP Marketplace, TLP, CLP, and FLP programs, excluding ETLA. Total Qualifying Revenue includes upgrade plan that is sold through to end users.

The following revenue is specifically excluded from Total Qualifying Revenue: non-product revenue (rebates, revenue share, referral fees, etc.), OEM, shrinkwrap, ETLA, and enterprise product revenue (including but not limited to LiveCycle, Connect, Adobe Marketing Cloud, Adobe Experience Cloud, and Adobe Site Catalyst). For resellers holding the Worldwide Specialization, revenue booked outside of the reseller's home region is excluded from Total Qualifying Revenue. Sell-through value is adjusted

for shippable backlog. Total Qualifying Revenue is capped at \$500,000 USD per deal.

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 \$500,000 USD per deal.

VIP New Licenses are defined as all new license SKUs through Net New VIP License transactions and Add-on VIP License transactions. All products available on the VIP and VIP Marketplace price lists are eligible. CCDA for government via CLP is also eligible. VIP new license SKUs may be used only for purchases for either 1) additional VIP license quantities (over the quantity of VIP licenses from the prior Subscription Period) for an existing VIP Member or 2) all licenses added during Member's first Subscription Period for a New VIP Member. New VIP Member means an entity without a prior VIP 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.

VIP 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 direct Platinum Resellers) or from an Adobe Authorized Distributor, of all Eligible VIP Renewals and all VIP New Licenses.

Additionally, the following revenue is specifically excluded from VIP Qualifying Revenue: Non-product revenue (rebates, revenue share, referral fees, etc.), OEM, shrinkwrap, TLP, CLP, ETLA, and 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 Qualifying Revenue. VIP Qualifying Revenue is capped at \$500,000 USD per deal.

Other definitions

Authorized Partner is a partner that has registered with Adobe, has agreed to the Partner Program Agreement and meets and continues to meet the obligations outlined below for the level and role in the Adobe Partner Connection Program that they wish to attain.

Dedicated Personnel means a partner's employees who devote 100% of their time to the sales, support and/or marketing of Adobe Products.

Designated Personnel means a partner's employees who devote at least 25% of their time to the sales, support and/or marketing of Adobe Products.

Market Area refers to the Adobe designated market areas within Latin America. The Brazil market area refers to the country of Brazil only. The Mexico market area refers to the country of Mexico only. The Strategic Latin America (SLAM) market area refers to the countries of: Anguilla, Antarctica, Antigua and Barbuda, Argentina, Aruba, Bahamas, Barbados, Belize, Bermuda, Bolivia, Cayman Islands, Chile, Colombia, Costa Rica, Dominica, Dominican Republic, Ecuador, El Salvador, Falkland Islands, French Guiana, Grenada, Guadeloupe, Guatemala, Guinea, Guyana, Haiti, Honduras, Jamaica, Martinique, Montserrat, Netherlands Antilles, Nicaragua, Panama, Paraguay, Peru, Puerto Rico, S Georgia & SS Islands, St. Helena, St. Kitts and Nevis, St. Lucia, St. Vincent, Suriname, Trinidad and Tobago, Turks & Caicos Island, Uruguay, US Minor Outlying Islands, Venezuela, and Virgin Islands (Brit).

Product Line Manager (may be referred to as **Merchandising Manager**) is an individual who is responsible for all partner's activities with respect to Adobe products. In particular, the Product Line Manager will be responsible for ensuring that the relevant organizational units within the partner are appropriately staffed and resourced, that relevant personnel within this partner achieves and retains the mandated competence levels, that the appropriate product line goals and measurement programs to track progress in meeting such goals are in place, and will be the main interface in communications and collaboration between Adobe and the partner.

Qualifying Global Customer is defined as a commercial customer having locations in three (3) or more different countries, regardless of region. Linked affiliate locations may count toward the three-country minimum. Education and government customers are specifically excluded.

Software Products may include licensed Adobe proprietary products or services.

Value Incentive Plan (VIP) is a membership-based Buying Program that allows customers to download and deploy available Adobe products under a subscription-type purchasing plan, as described in the "VIP Program Guide" available 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. Reference the document "VIP Authorized Countries" available on the Adobe Partner Connection Portal at <http://www.adobe.com/partners>.

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

Conclusion

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

