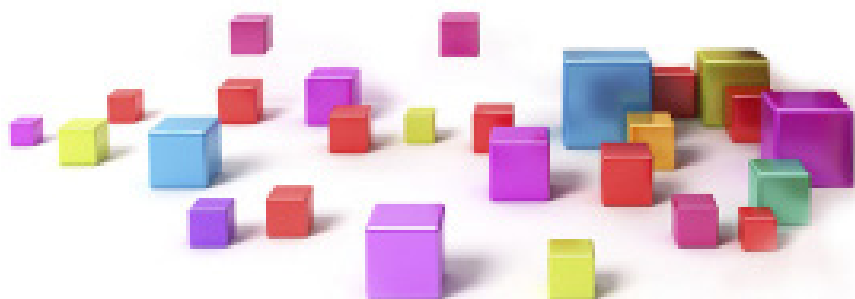


Adobe Partner Connection

Reseller Program Guide EMEA





Adobe® Partner Connection Reseller Program

EMEA Program Guide

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Adobe Partner Connection Portal

German: www.adobe.com/de/partners

Spanish: www.adobe.com/es/partners

French: www.adobe.com/fr/partners

English: www.adobe.com/uk/partners

Italian: www.adobe.com/it/partners

Adobe® Partner Connection Reseller Program

EMEA Program Guide

Overview of Adobe Partner Connection Program

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

- Retain existing customers
- 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, marketing funds, and non-financial incentives, such as NFR software, training and public recognition to partners who work with us to drive these objectives.

Programs and partner types

A primary goal of the Adobe Partner Connection Program is to recognise and reward the unique competencies of each partner. To do this, it is important to identify the role that each partner plays. The Partner Connection Program consists of two unique programs designed for the following partner types: Distributor and Reseller. In addition, when a partner focuses on a specific market segment such as education the Partner Connection Program will treat this attribute differently and reward for unique areas of focus or specialisation.

Programs and examples of partner types

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

Note: Additional partner types include Solution partners, Connect partners, OEM/ISV partners, and System Integrators, which will continue to be run as separate programs at this time.

Reseller Program overview

Eligibility to join the Reseller Program is open to all businesses that sell Adobe software products to end user customers. Participation in the program is required for access to any Adobe pricing and licensing options. Non-participating resellers will not have access to any Adobe offerings.

The description of the program that follows is an integral part of the Adobe Partner Connection Program Agreement and is designed to be read in conjunction with the Program Agreement that must be executed by each participating

reseller. Any terms and definitions covered here shall have the same meaning as set forth in the Program Agreement.

Adobe retains the right, by email notification and other communication posted to the Adobe Sales Center, Adobe Partner Connection Portal, or any other similar partner/reseller communication website, to effect and announce changes to the Program Guide and to the policies and procedures described in this document and such changes that will be deemed to be incorporated herein by reference. Any changes will be effective 30 days from the date of the announcement. The changes or revisions described in this section will become effective on the date (or after the period) specified in the notice and will be deemed to modify and/or supplement the terms of this Program Guide as of such effective date. All new versions of the Program Guide shall supersede and replace all prior and existing versions of the Program Guide. All support and resources provided by Adobe are subject to availability. The Adobe Partner Connection Program is defined as a worldwide program and leverages a common framework for our partners across the globe. This document reflects the regional implementation of the framework for Europe, the Middle East and Africa.

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

Reseller Program levels

The Reseller Program rewards five different levels of engagement with Adobe: Registered, Certified, Gold, Platinum and Multi-Group. Resellers not participating in the Reseller Program will not have access to any Adobe offerings.

Reseller Program level definitions

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

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

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

Platinum - The Platinum level requires the highest level of performance and engagement in the Adobe business. In return, it provides the reseller with the richest level of benefits in the Reseller Program. Platinum level resellers must meet all of the requirements for the Registered, Certified, and Gold levels, plus the additional requirements of the Platinum level. In addition to access to deal registration and an Adobe Channel Account Manager, Platinum Resellers are eligible for performance incentives in the form of quarterly rebates. Platinum Resellers may be eligible for marketing funding. Adobe will inform a qualifying Platinum Reseller, where applicable, of the availability of such marketing funds and of the conditions and selection criteria for their availability.

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

Restrictions on non-participating resellers

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

Requirement summary

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

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

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

Reseller level	Annual Requirements	Personnel Requirements
Registered	N/A	N/A
Certified	N/A	N/A
Gold	<p><u>Tier 1 countries:</u> VIP & VIP Marketplace Qualifying Revenue: Commercial & Government: \$475K Education: \$180K & min 10 transactions p/a</p> <p><u>Tier 2 countries:</u> VIP & VIP Marketplace Qualifying Revenue: Commercial & Government revenue: \$400K Education Revenue: \$90K & min 10 transactions p/a</p> <p><u>Tier 3 countries:</u> VIP & VIP Marketplace Qualifying Revenue: Commercial & Government revenue: \$230K Education Revenue: \$75K & min 10 transactions p/a</p>	N/A
Platinum	<p><u>Tier 1 countries:</u> VIP & VIP Marketplace Qualifying Revenue: Commercial & Government revenue: \$3M Education Revenue: \$1M & min 20 transactions p/a</p> <p><u>Tier 2 countries:</u> VIP & VIP Marketplace Qualifying Revenue: Commercial & Government revenue: \$2.5M Education Revenue: \$750K & min 20 transactions p/a</p> <p><u>Tier 3 countries:</u> VIP & VIP Marketplace Qualifying Revenue: Commercial & Government revenue: \$2M Education Revenue: \$500 K & min 20 transactions p/a</p>	<p>Appoint an Adobe Product Line Manager (“Dedicated Personnel” in Tier 1 countries. “Shared Personnel” in Tier 2 and 3 countries).</p> <p>See the “Other definitions” section within this guide for more information.</p> <p>Platinum Reseller must appoint a Designated Named Resource who is assigned to drive retention, renewals & deployment - Must be different person to the Adobe Product Line Manager</p>
Multi-Group	<p>VIP & VIP Marketplace Qualifying Revenue: Commercial, Government & Education</p> <p>* Annual Qualifying Revenue: \$15M</p> <p>Multi-Group Resellers must have a minimum of two (2) Platinum Reseller subsidiaries within Europe.</p>	<p>All of the above plus;</p> <p>Designated Multi-Group Executive contact to oversee the Adobe and Partner relationship at Regional level</p>

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

Pricing and licensing program summary

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

	TLP C	TLP G	TLP E*	CLP, & VIP C	CLP, VIP G & CCDA	CLP E, & VIP E	CLP, & VIP WW
Registered Reseller	✓	✓	✓				
Certified, Gold, and Platinum Resellers (no Specialisations)	✓	✓	✓	✓	✓		
Certified + with Education Specialisation	✓	✓	✓	✓	✓	✓	
Platinum with Worldwide Specialisation	✓	✓	✓	✓			✓

C = Commercial

E = Education

G = Government

TLP = Transactional Licensing Program

CLP = Cumulative Licensing Program

CCDA = Creative Cloud Desktop Apps (Government only)

VIP = Value Incentive Plan

WW = Worldwide (commercial only)

*TLP education includes non-profit entities. See <https://helpx.adobe.com/enterprise/using/non-profit.html> for the definition of qualifying non-profit entities.

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 will be available through VIP Marketplace as soon as November 2023. Indirect resellers should contact an Adobe Authorised Distributor to transact through VIP Marketplace. Resellers who wish to transact Education and Government should contact an Adobe Authorised Distributor authorised to resell Education and Government.

VIP orders cannot be returned within VIP Marketplace. Thus, upon migration to VIP Marketplace, Reseller waives any rights to return such orders.

Reseller Program level details

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

Registered Reseller

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

Certified Reseller

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

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

Gold Reseller

Gold Resellers must meet all eligibility requirements for the Registered, Certified, and Gold levels. The primary requirement for participation in this level is to meet a minimum Annual Qualifying Revenue threshold. Resellers must meet the threshold corresponding to the applicable country tier where reseller is located. Only Education Specialised Resellers may qualify to meet an Education Annual Qualifying Revenue threshold. In addition to meeting the Education Revenue threshold resellers must have booked a minimum of 10 transactions within the Annual evaluation period.

Annual Requirements	Benefits
All requirements above, plus:	All benefits above, plus:
Meet minimum 6 months as an Adobe authorised reseller in the Adobe Partner Connection Program prior to applying at the Gold level	Eligibility to participate in the Deal Registration incentive and receive rebates for qualifying deal submissions..
<p><i>Gold Resellers are required to meet an Annual Qualifying Revenue threshold, according to the country tier where reseller is located</i></p> <p><u>Tier 1 countries:</u> VIP & VIP Marketplace Qualifying Revenue: Commercial & Government: \$475K Or; Education: \$180K & min 10 transactions p/a</p> <p><u>Tier 2 countries:</u> VIP & VIP Marketplace Qualifying Revenue: Commercial & Government: \$400K Or; Education: \$90K & min 10 transactions p/a</p> <p><u>Tier 3 countries:</u> VIP & VIP Marketplace Qualifying Revenue: Commercial & Government revenue: \$230K Or; Education: \$75K & min 10 transactions p/a</p> <p>For the full list of countries by tier refer to the "Other definitions" section within this program guide.</p>	Eligibility to participate in joint product launches, promotions, or campaigns as invited by Adobe
Complete the Adobe Business Partner Code of Conduct training. (Minimum of one representative who holds responsibility for overseeing compliance)	Eligibility to receive not-for-resale (NFR) copies of select software according to applicable Adobe policy.
	Public listing as a Gold Reseller on the Adobe website and use of Gold Reseller logo

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

Platinum Reseller

Platinum Reseller is the highest level and provides the richest level of benefits in the Reseller Program. This level is reserved for resellers that make a significant investment in the Adobe business. The primary requirements to become a reseller at this level are to meet a minimum Annual Qualifying Revenue threshold. Resellers at this level must also maintain the minimum personnel requirements. Resellers must meet the threshold corresponding to the applicable country tier where reseller is located. Only Education Specialised Resellers may qualify to meet an Education Annual Qualifying Revenue threshold. In addition to meeting the Education Revenue threshold resellers must have booked a minimum of 20 transactions within the Annual evaluation period.

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

Requirements	Benefits
All requirements above, plus:	All benefits above, plus:
Meet minimum 12 months as a Gold Reseller prior to applying at the Platinum level	Assigned an Adobe Channel Account Manager
<p><i>Platinum Resellers are required to meet an Annual Qualifying Revenue threshold according to the country tier where reseller is located</i></p> <p><u>Tier 1 countries:</u> VIP & VIP Marketplace Qualifying Revenue: Commercial & Government: \$3M Education: \$1M & min 20 transactions p/a</p> <p><u>Tier 2 countries:</u> VIP & VIP Marketplace Qualifying Revenue: Commercial & Government: \$2.5M Education: \$750K & min 20 transactions p/a</p> <p><u>Tier 3 countries:</u> VIP & VIP Marketplace Qualifying Revenue: Commercial & Government: \$2M Education: \$500K & min 20 transactions p/a</p> <p>For the full list of countries by tier refer to the “Other definitions” section within this program guide.</p>	Eligibility to earn performance incentives (rebates) tied to quarterly objectives and ETLA (rebates) for qualifying Commercial, Education and Government transactions
<p>Appoint an Adobe Product Line Manager who is responsible for all Reseller's activities with respect to Adobe products (“Dedicated Personnel” in Tier 1 countries. “Shared Personnel” in Tier 2 and 3 countries)</p> <p>Appoint a Designated Named Resource to drive retention, renewals & deployment - Must be different person to Adobe Product Manager</p> <p>See the “Other definitions” section within this guide for more information</p>	If a Platinum Reseller is transacting through VIP Marketplace before July 13th 2023, they remain eligible to purchase commercial and government CLP and VIP products directly from Adobe Platinum Resellers, who are not transacting directly through VIP Marketplace by or Resellers who uplevel to Platinum after July 13th 2023 will purchase CLP & VIP products via an Authorised Distributor.
Complete the Adobe Business Partner Code of Conduct training. (Minimum of one representative who holds responsibility for overseeing compliance) - Annually	Platinum Resellers may be eligible to receive Marketing Funds, when available and subject to the conditions and selection criteria for their availability
Execute the Platinum Reseller Agreement - Annually	Eligibility to apply for the Worldwide Specialisation subject to execution of a worldwide reseller addendum
Submit end user sell-through and point of sale (POS) reports as specified by Adobe	Public listing as a Platinum Reseller on the Adobe website and use of Platinum Reseller logo

Platinum Reseller agrees to conduct a Quarterly Business Review attended by key partner and Adobe personnel	Direct purchasing Platinum Resellers are eligible to resell VIP Marketplace through Adobe's API integration.
Must have a Customer Lifecycle Management (CLM) process, or similar process in place to retain and grow customers and efficiently track and drive Renewals	
Platinum Reseller commitment to perform mutually agreed upon Sales & Marketing activities during the fiscal quarter	
Platinum Resellers must co-invest in driving Adobe business by mutually investing in marketing activities. Platinum Resellers must match Adobe marketing spend in order to be eligible to participate in the MDF scheme	

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

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

Multi-Group Reseller

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

Only the Multi-Group Platinum Resellers are eligible for performance incentives in the form of quarterly rebates. Each Multi-Group Platinum Reseller entity will receive an individual Quarterly Performance Goal, which will be defined based on the Multi-Group Platinum Reseller qualifying revenue within territory. Rebates will be paid out based on the Multi-Group Platinum Resellers attainment against the individual Quarterly Performance Goals, and rebates earned will be paid separately to each Multi-Group Platinum Reseller. Resellers that meet the requirements for the Multi-Group Reseller level will automatically qualify.

Requirements	Benefits
All requirements per corresponding Reseller Program level plus;	All benefits per corresponding Reseller Program level plus;
Reseller Group generates VIP & VIP marketplace Qualifying Revenue: of at least \$15M (Commercial, Government & Education)	Adobe Channel Account Manager assigned to manage and oversee Multi-Group Reseller business
Minimum of two (2) Platinum Reseller subsidiaries within Europe	Certified Multi-Group Reseller subsidiaries are eligible to participate in the Deal Registration incentive and receive rebates for qualifying deal submissions..
Designated Multi-Group Executive contact to oversee the Adobe and Partner relationship at Regional level	From time to time Multi-Group partners may be offered incremental incentives and benefits that are not available to other program levels
Multi-group Platinum Resellers must have an existing marketplace platform, and be able to integrate to Adobe's VIP Marketplace API's within 6 months of upleveling	Multi-Group partners will be targeted individually for their quarterly rebates. Payout will be calculated on individual entities performance and paid out to each entity directly.
	Multi-Group Platinum Resellers will remain eligible to purchase commercial and government CLP and VIP products directly from Adobe post July 13, 2023

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

VIP terms and conditions and account administration

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

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

Exclusion of Adobe-led sales

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

Reseller Program benefits

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

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

Financial incentive overview

Adobe offers a package of financial incentives to resellers who meet high performance objectives such as a revenue target achievement, specific quarterly goals (such as by market segment or product), and demand generation, particularly with new customers. Eligibility to receive financial incentives depends on a reseller's current standing with Adobe, level in the program (Registered, Certified, Gold, Platinum or Multi-Group), and specialisations. The diagram below illustrates which financial incentives are available at each Reseller Program level.

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

Deal Registration Incentive

The deal registration incentive is designed to reward Adobe resellers for generating demand for Adobe products. Adobe Partner Connection resellers at the Multi-Group Certified, Gold, Platinum Reseller levels are eligible to participate in the deal registration incentive. All eligible resellers may register commercial and government opportunities. Resellers must have the appropriate market specialisation to register education opportunities.

Overview and reward calculation

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

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

Deal Registration Incentive Benefit

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

Buying program/s	Payout per deal	Deal characteristics & criteria
VIP Marketplace	30% reward	30+ unit deal. Acrobat subscriptions only. Full year or any pro-rated duration. New subscriptions only; renewals are not eligible. All Acrobat SKUs sold through the VIP Marketplace program only. Available in all market segments.
VIP (Education & Government)	10% reward	30+ unit deal. Acrobat subscriptions only. Full year or any pro-rated duration. New subscriptions only; renewals are not eligible. All Acrobat SKUs sold through the VIP program only. Education & Government market segments only. Excludes VIP Level 23 opportunities.

Opportunities eligible for deal registration

Deal registration opportunities must be Net New to Adobe at the time of registration to be eligible for the deal registration incentive. Net New means an opportunity that is both new to the deal registration incentive (not submitted by another reseller) and new to the Adobe sales pipeline (i.e. not being actively worked on by an Adobe Sales Representative and also not a renewal of an existing subscription or term based license.) Customers that open a new contract instead of renewing an existing contract are not eligible. Incremental new licenses added to existing VIP customers are eligible, providing the incremental amount meets the above thresholds; however, note that new license SKUs for upsell opportunities may not be submitted on the same purchase order as renewal SKUs. Opportunities that are the result of switching buying programs, i.e. ETLA > VIP or VIP Marketplace, are not eligible for deal registration unless the customer is an Adobe named account. For VIP multi-year commit deals, only the value of the first 12 months is eligible for deal registration payout. For approved deals that are identified (sourced), by a single reseller, the "sourcing" reward will be provided to the reseller, even if the deal is closed by another reseller.

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

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

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

Products eligible for Deal Registration

All Eligible VIP Acrobat products (see "Definitions") are eligible for deal registration as set out in the above tables. Creative Cloud, (all apps & single apps) and PPBU and Consumer commercial, education and government products and perpetual licenses (TLP & CLP) are not eligible for deal registration.

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

Qualifying Revenue and order eligibility

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

VIP renewals and FLP are not eligible for deal registration.

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

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

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

Minimum thresholds

Any combination of eligible Acrobat subscription SKU's may be used to meet the 30 unit minimum Net New threshold. The 30 unit minimum threshold can be achieved with either full year or pro-rated Acrobat subscription SKU's.

Deal Registration Incentive Terms & Conditions

- All orders must be placed at least one day after the submit date on the Deal Registration opportunity.
- All orders must be placed prior to the expiration of the Deal Registration opportunity.
- All Deal Registration rebates must be claimed within 30 days of the order date. Rebates not claimed within this period will be forfeit
- It is the responsibility of the Reseller to enter a valid Adobe sales order number to claim the opportunity - incorrect sales order numbers will result in non-payment.
- Opportunities are valid for 90 days from the approval date.
- A single 30-day extension may be requested through the system prior to the expiration date of the opportunity and if the opportunity is found by Adobe to be still viable within the next 30 days.
- Eligible products on the order must meet or exceed the applicable payout threshold to earn rebate, even if the deal was approved at a lower amount.
- The customer account name on the Deal Registration opportunity must match the customer account name on the order.
- Orders must be for customers within the reseller's designated territory.
- Orders fulfilled through adobe.com are not eligible for the Deal Registration Incentive.
- Orders for a reseller's own use are not eligible for the Deal Registration Incentive.
- If, during the claims process, Adobe finds that the reseller has registered an ineligible renewal opportunity, Adobe reserves the right to back out such transactions from your deal registration payout.

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

Opportunities originating from customer RFP / RFQ bid scenarios may be rejected unless there is adequate justification to show the reseller is adding value to the opportunity; for example, by promoting Adobe if the solution is ambiguous or references an Adobe competitor. Opportunities sourced from bid boards are not eligible for the deal registration incentive. Adobe reserves the right to revoke any opportunity that has been approved if it is discovered that the reseller uncovered the opportunity from a bid board or as a result of a published RFP / RFQ.

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

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

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

Resellers agree to preserve the confidentiality of the deal registration incentive and all related program materials. Information about the deal registration incentive is not to be shared with end-user customers or other resellers.

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

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

Revocation of Deal Registration opportunities

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

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

registrations get approved for the same end user by different resellers, and both opportunities were approved by Adobe, the deal registration gets awarded to the reseller that submitted the first accurate and complete registration.

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

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

ETLA Resale - Education & Government

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

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

Platinum Resellers may transact an ETLA either directly with Adobe or alternatively via an Adobe Authorised Distributor. Platinum Resellers who are not able to transact directly with Adobe must transact a Education or Government ETLA via an LSTA or Authorised Distributor.

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

Adobe wishes to reward Platinum Resellers and Gold Resellers for their resale activities in connection with Enterprise Term License Agreement (ETLA) opportunities for Education and Government customers. Adobe will make available to Platinum Resellers and Gold Resellers certain financial incentives as further described below.

ETLA Resale Rebate Incentive for direct purchasing Platinum Resellers

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

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

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

- The 3% resale rebate applies only to the ETLA contract value paid during the 1st year. 2nd and 3rd year ETLA payments will be subject to the terms of the then-current ETLA Resale Incentives

- ETLA Education and Government Qualifying Revenue is capped at \$500,000 USD or equivalent in EUROS/GBP per deal, per year.
- Platinum Resellers that transact the Education or Government ETLA deal through an Adobe Authorised Distributor will not be eligible for the ETLA resale rebate Incentive. This does not prevent or limit Platinum Resellers rights to transact and place orders for ETLA software and services through an Adobe Authorised Distributor.
- ETLA deals that Adobe closes directly with, and accepts orders from end user customers are not eligible. For the purpose of the ETLA resale rebate incentive the following definitions apply;-

"Adobe ETLA Products" are defined as all products within the Creative Cloud & Document Cloud families of products as well as PPBU, Adobe Stock and Adobe Sign. Products excluded include Adobe Experience Cloud and Connect products.

"ETLA Education and Government Qualifying Revenue" is defined unless otherwise stated herein or in any supplementary documentation provided to the Distributor, as the value to Adobe of purchases, less any returns, transacted by the partner ("sell-through value") directly from Adobe, for ETLA licensing through an APC agreement for Adobe ETLA Products only. Revenue from other Adobe volume licensing programs for APC channel partners (TLP, CLP and VIP), ETLA Commercial transactions and any Adobe-led sales fulfilled under a master LSFA or LSTA, non-product revenue (rebates, revenue share, referral fees, etc.), OEM revenue, and enterprise product revenue (including but not limited to Connect and Adobe Experience Cloud) is specifically excluded from ETLA Qualifying Revenue.

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

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

First year Commercial, Education and Government ETLA and VIP Custom opportunities may be submitted for the deal registration incentive. For the avoidance of doubt, Education and Government ETLA and VIP Custom opportunities submitted for the deal registration incentive must be net new ETLA opportunities to Adobe. Renewals of existing Education and Government ETLA's and VIP or other term-based licenses (including Creative Cloud Desktop Apps via CLP) done via ETLA or VIP Custom, are not eligible.

Commercial VIPs that migrate to ETLA or VIP Custom are eligible for deal registration rebate on the first year only if the customer is an Adobe named account.

If, during the claims process, Adobe finds that the reseller has registered an ineligible renewal opportunity, Adobe reserves the right to back out such transactions from your deal registration payout.

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

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

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

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

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

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

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

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

ETLA Resale financial incentive summary

Financial Incentive	Eligibility	Criteria	Qualifying Revenue / Products	Payout
Resale Incentive	Direct purchasing Platinum & Multi-Group Platinum Education & Government only	Platinum Reseller enters into Adobe Partner Sales Order direct with Adobe. ETLA's transacted through an Adobe Authorised Distributor are not eligible for rebate.	Education & Government ETLA Qualifying Revenue	3% rebate Deals capped at \$500,000 USD per deal per year
Deal Registration Incentive	Gold, Platinum and Multi-Group Platinum Commercial, Education & Government only. Net New ETLA first year transactions only.	Qualified, approved and claimed ETLA opportunities. Must provide eligible Sales Order number.	Commercial, Education & Government ETLA Qualifying Revenue Includes ETLA Commercial transactions and any Adobe-led sales fulfilled under a master LSFA or LSTA	10% sourcing rebate Deals capped at \$500,000 USD per order

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

Platinum & Multi-Group Platinum Reseller financial incentive summary

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

Quarterly incentives (rebate)

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

How your rebate goals will be set		Qualifying revenue base against which your rebate will be paid
Financial Incentive	Criteria	Payout base
Creative Cloud Net Growth Incentive	Target based on the expected ARR (Annualised Recurring Revenue) quarterly growth for Creative Cloud and Print & Publishing and Consumer Products available through VIP and VIP Marketplace.	Growth ARR (Quarter Ending ARR minus Quarter Beginning ARR) for Eligible Creative Cloud Products (includes PPBU& Consumer)
Document Cloud Net Growth Incentive	Target based on the expected ARR (Annualised 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
Adobe Express Incentive	Unit based target for Adobe Express products available through VIP and VIP Marketplace.	Revenue generated from sales of Net New VIP licenses and Add On VIP licenses of Adobe Express.

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

Rebate performance payout

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

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

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

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

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

Before placing any order for Software Products, Reseller must ensure that it has received corresponding order documentation from the End User for the Software Products. If Adobe finds acceptable order documentation has

not been received by the Reseller in advance of placing an order, then Adobe may (i) back out such transactions from Reseller's financial incentives (e.g., deal registration payout and rebate qualifying revenue), or (ii) debit any future payments to Reseller by any amount previously awarded due to such transactions.

Rebate payouts will expire, without exception, two (2) quarters from the first day of the quarter in which they are made available to the reseller, if valid reseller banking information is not on file with Adobe.

Confidentiality of Pre-Release Product Information: Platinum Reseller must comply with the Non-Disclosure terms as defined in the Reseller Program Agreement. Specifically, Platinum Reseller must take the necessary precautions with any pre-release product information (including but not limited to Adobe marketing assets (specifically price lists, web banners, imagery, marketing copy, or other customer-facing marketing assets) provided by Adobe to prevent it from being shared with a customer verbally or in writing, or through any means, including posting content on a customer-facing website or portal, until such information is made public by Adobe. If Platinum Reseller fails to meet this criteria, Adobe will reduce the total quarterly rebate payout rate by 1% for the quarter in which the non-compliance occurs. This section does not limit Adobe's other rights and remedies.

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

Adobe may, by email notification or other communication posted to the Sales Center or other similar partner communication vehicle, announce permanent or temporary modifications to the Revenue Performance Incentive terms. Such changes shall become effective from such time as determined by Adobe at the sole and reasonable discretion of Adobe.

Marketing funds

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

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

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

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

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

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

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

Non-financial incentives

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

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

Specialisations

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

Education

Addressing the education market is a critical priority for Adobe and we would like to identify and reward resellers who have a particular competency in the education market. The Education Specialisation is a prerequisite to selling CLP and VIP-education.

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

1. Current good standing as a Certified, Gold, or Platinum Reseller in the Reseller Program.
2. Have a history of positioning software strategies, solutions and products in the education market through promotional, marketing, and/or sales activities. Acceptable evidence includes a minimum of three (3) of the following:
 - Education product catalogue or pricelist(s)
 - Website promoting education pricing
 - Sponsorship of education events, conferences
 - Certificate for 3rd party vendor showing education certification
 - Membership of education supplier professional trade associations procurement
 - Public sector procurement award (announcement letter)
 - Marketing materials demonstrating education product offerings

- Two (2) Education customer purchase orders or invoices related to Education Software Sales
 - Submit one (1) case study or customer reference letter
3. Employ one or more Adobe Certified Sales Professional/s, Education. The Education Specialisation sales training is available on the Adobe Channel Training Center at:
<https://learningmanager.adobe.com/adobe-channeltraining>
 4. Check that all customers seeking to purchase education products are eligible according to the latest Adobe guidelines.
 5. Obtain access to a database, catalogue, or directory of eligible education organisations (generally made available by the education ministry or another official body).
 6. Maintain full electronic records of customer purchases of Adobe education products for a period of two years post-sale according to the latest Adobe guidelines.

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

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

Education Elite Partner Program

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

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

The Elite Program will offer the following benefits:

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

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

Worldwide

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

The Worldwide Specialisation is limited to qualifying direct purchasing Platinum and Multi-Group Platinum Resellers only. To qualify for the Worldwide Specialisation, a reseller must meet all of the requirements published in

the Worldwide Reseller Program Guide and any applicable regional Worldwide Reseller Program Guide. Please note - only resellers in China can offer our products for use in China.

Resellers who meet all these requirements and who achieve the Worldwide Specialisation will be eligible for the following benefits:

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

Onboarding

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

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

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

For Distributor Authorised Resellers (DAR) please work with your Distributor for onboarding.

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

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

If the reseller meets the risk criteria, they will be asked by Adobe to complete a compliance onboarding process.

For Platinum Resellers, much of the onboarding process is conducted offline in partnership with an Adobe account manager. Once a Gold Reseller has met the Revenue Thresholds and Personnel requirements for Platinum level and notified Adobe, Adobe will conduct an objective business review of the partner. If an uplevel to Platinum is justified in Adobe's sole discretion and in accordance with the requirements, partner may begin the uplevel process. Platinum Resellers must also complete compliance training and participate in Adobe's global vetting 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."

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

Participation in the enrollment process does not guarantee acceptance to the Adobe Partner Connection Program or approval of any specialisation application. Without prejudice to Adobe's right to reject any potential reseller from participating in the Adobe Partner Connection Program for any reason, Adobe reserves the right to change the application process and requirements to join the Adobe Partner Connection Program upon reasonable advance notice writing in accordance with the notification requirements outlined in this program guide.

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

This process is followed for new and uplevel requests, and for resellers applying to add a specialisation.

1. Reseller completes online enrollment questionnaire specific to the desired level or specialisation.

2. Reseller accepts click-through program agreement.
3. (For Registered level only) Reseller receives automatic approval via email.
4. Certified and Gold Resellers must complete the Adobe Business Partner Code of Conduct training. (Minimum of one representative who holds responsibility for overseeing compliance).
5. For Certified and Gold levels) Adobe evaluates reseller's application and confirms acceptance or denial at the desired program level or specialisation. Adobe's evaluation includes review of the reseller's compliance questionnaire and confirmation that the reseller meets all of the requirements of the desired level or specialisation, including any required personnel, completion of required code of conduct training, minimum revenue criteria, time required at a previous level, and any other requirements.
6. Reseller is provided with systems access, including access to the Adobe Partner Connection Portal and Sales Center (Certified and above).

Onboarding steps for a Platinum Reseller:

1. Reseller completes offline compliance questionnaire.
2. Reseller completes the Adobe Business Partner Code of Conduct training. (Minimum of one representative who holds responsibility for overseeing compliance).
3. Adobe conducts due diligence compliance onboarding process.
4. Adobe evaluates reseller's application and confirms acceptance or denial. Adobe's evaluation includes review of the reseller's business plan, compliance questionnaire and confirmation that the reseller meets all of the requirements of the Platinum level, including any required personnel, completion of required code of conduct training, minimum revenue and or units criteria, 12 months minimum as a Gold Reseller, success against previous performance criteria, and any other requirements.
5. Adobe conducts credit evaluation and establishes credit line.
6. Reseller and Adobe execute hardcopy program agreement.
7. Reseller and Adobe meet to discuss objectives and strategies for the upcoming quarter/s.

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

Ongoing performance evaluation

On a quarterly basis, Platinum and Multi-Group Platinum Resellers will meet with their Adobe Channel 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. A quarterly business plan will need to be completed with the Adobe Channel Account Manager at the start of the new fiscal quarter and approved by Adobe. These quarterly reviews are an opportunity for resellers to get a preview of Adobe's strategy for the upcoming quarters and to align sales and business objectives accordingly.

Down-leveling

Adobe reserves the right to conduct an evaluation of a reseller's program level at any point in time. A formal evaluation will take place on an annual basis. In the event Adobe determines that a reseller no longer qualifies for their current program level, Adobe may assign the reseller a new level based on their current qualifications. In such an event, Adobe will notify the reseller of its change in program level. In such event Adobe will be entitled to down-level and terminate reseller's current program level status in accordance with the termination provisions in the reseller program agreement. Down-leveling will also result in a reseller's benefits being adjusted to those appropriate to the new level.

Certified Resellers - Certified Resellers being down-leveled to Registered will lose access to all Adobe pricing and licensing programs applicable to the Certified level and any specialisations they may have attained. All other benefits of the Registered level will remain in full effect.

Gold Resellers - Gold Resellers being down-leveled to the Registered level will lose the ability to submit new opportunities to the Deal Registration incentive effective immediately. Resellers will have 30 days to claim any opportunities that have already been submitted and approved by Adobe. All other benefits of the Certified level will remain in full effect.

Platinum Resellers - Platinum Resellers being down-leveled to the Gold level will not be eligible for quarterly rebate in future quarters. If a Platinum Reseller is down-leveled during an Adobe quarter, quarterly rebate will be paid at the end of the period if objectives are met per the terms of the Revenue Performance Incentive. Platinum Resellers being down-leveled to the Gold level will not be eligible for new marketing funds after they are down-leveled; however, they will have 90 days to work with Adobe channel marketing to complete any marketing activities that were submitted and approved by Adobe prior to the reseller being down-leveled. They will not be able to submit any new marketing proposals, and any unclaimed funds at the end of the 90-day period will be forfeited. Down-leveled Platinum Resellers may not re-apply for Platinum Reseller status for minimum 12-month period from the date of partner level status change.

Termination

On occasion, it may be necessary for Adobe to terminate its relationship with a reseller. Adobe may terminate a reseller's membership in the program or any benefit provided by the program at any time without cause upon ninety (90) days' notice to the reseller.

Definitions

Qualifying Revenue definitions for quarterly rebate incentives

Eligible VIP Acrobat Products include the following Adobe Products: All Acrobat (Teams & Enterprise) products available on the VIP and VIP Marketplace price lists.

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

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

Eligible Print & Publishing and Consumer Products include the following Adobe products: All Adobe products licensed through the APC resale Program excluding Creative Cloud products, Acrobat products, and Adobe Sign. E.g. TechnicalSuit, Captivate, Presenter, FrameMaker & RoboHelp

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

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

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

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

Growth ARR Is the positive difference between a partners Ending Active ARR (Annualised Recurring Revenue) at the beginning of the quarter and their Ending Active ARR at the end of the quarter.

Ending Active ARR is defined as the Annualised Recurring Revenue (ARR) as measured by Adobe, for VIP and VIP Marketplace end user customers who are on record as having last transacted with partner.

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

"VIP and VIP marketplace Qualifying Revenue" is defined as all New and Renewal SKUs for all products licensed through the APC resale Program and available on the Commercial, Government and Education VIP and VIP Marketplace price lists. VIP full or partial year subscriptions are eligible. This includes but is not limited to Acrobat for teams, Acrobat for enterprise, Creative Cloud for teams, Creative Cloud for enterprise Edition 3 and Edition 4, Adobe Express, Adobe Captivate for teams, Adobe Sign, Adobe Audition, Adobe Premiere Pro, After Effects, Dreamweaver, Substance 3D, Illustrator, InCopy, InDesign, Photoshop and Speedgrade.

The following revenue is specifically excluded from the VIP and VIP marketplace Qualifying Revenue: Non-product revenue (rebates, revenue share, referral fees, etc.), OEM, ETLA and any Adobe-led sales fulfilled under a master LSFA or LSTA, CLP, TLP, FLP, and enterprise product revenue (including but not limited to LiveCycle, Connect, Adobe Marketing Cloud, and Adobe Analytics)

Other definitions

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

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

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

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

Designated Named Resource to drive retention, renewals & deployment. This is an individual that is responsible for driving all elements of the Customer Lifecycle Management process. This individual will ensure that customer subscriptions are being renewed on time, customers are deploying their subscription licenses when they receive them and reseller maintains good retention rates (meaning customers are loyal).

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

Software Products may include licensed Adobe proprietary products or services.

Value Incentive Plan (VIP) is a membership-based program that allows customers to download and deploy available Adobe products under a subscription-type purchasing plan, as described in the "VIP Program Guide" available on Adobe's Volume Licensing website located at <https://helpx.adobe.com/enterprise/vip.html> (or successor site thereto) which may be updated by Adobe from time to time. VIP may be sold only in countries authorised by Adobe. Reference the document "VIP Authorised Countries" available on the Adobe Partner Connection Portal at <http://www.adobe.com/partners>.

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

"Europe" means all full member states of the European Union and Norway, Iceland, Liechtenstein, Switzerland and the United Kingdom.

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

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

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

Conclusion

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

Version history

Version	Notification date	Effective date
4.0	March 14, 2014	March 01, 2014
5.0	February 13, 2015	February 28, 2015
5.1	March 03, 2015	February 28, 2015
5.2	April 30, 2015	May 30, 2015
5.3	August 06, 2015	August 29, 2015
5.4	August 28, 2015	August 29, 2015
5.5	October 14, 2015	October 14, 2015
5.6	October 22, 2015	October 23, 2015 (minor clarification)
5.7	October 30, 2015	October 30, 2015 (minor clarification)
5.8	December 04, 2015	March 05, 2016
5.9	January 18, 2016	March 05, 2016
5.10	April 15, 2016	June 04, 2016
5.11	May 06, 2016	June 04, 2016
5.12	June 22, 2016	July 22, 2016
5.13	November 3, 2016	December 3, 2016
5.14	December 7, 2016	March 4, 2017
5.15	January 13, 2017	March 4, 2017
5.15.1	March 15, 2017	March 15, 2017 (minor clarifications)
5.16	April 12, 2017	April 12, 2017 (minor clarification)
5.17	June 22, 2017	June 3, 2017
5.18	September 6, 2017	September 6, 2017 (minor clarification)
5.19	September 18, 2017	October 18, 2017
5.20	December 22, 2018	March 3, 2018
6.0	March 26, 2018	June 2, 2018
6.1	May 3, 2018	June 2, 2018
6.2	January 2019	March 2 2019
6.3	June 2019	June 2019 (minor clarifications)
6.4	January 29, 2020	February 29, 2020
6.5	May 25, 2020	July 15, 2020
6.6	February 3, 2021	March 6, 2021
6.6.1	November 6, 2021	November 6, 2021 (minor clarifications)
7	December 4, 2021	March 5, 2022
7.1	February 3, 2022	March 5, 2022
7.2	February 3, 2023	March 8, 2023
7.3	May 3, 2023	June 3, 2023
8	November 1, 2023	December 2, 2023
8.1	November 21, 2023	December 2, 2023 (minor corrections)
8.2	March 11, 2024	April 11, 2024
8.3	May 1, 2024	June 1, 2024
9	November 1, 2024	November 30, 2024

