

# Adobe® Partner Connection Reseller Program Guide APAC

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# Adobe® Partner Connection Reseller Program APAC

## 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:

- **Strengthening the Core** by increasing long-term value with our existing customers by retaining, expanding, and delivering growth
- **Expanding our Reach** to new audiences and new markets.
- **Reigniting & Accelerating** customer growth with focused sales motions

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

## Program and partner types

A primary goal of the Adobe Partner Connection Program is to recognise and reward the specific 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 separate programs designed for the following partner types: Distributor and Reseller. In addition, when a partner focuses on a specific market segment such as education or government, the Adobe Partner Connection Program will treat these attributes differently and reward partner for its areas of focus or specialisation.

Distributor Program	Reseller Program
General distributors	Registered, Certified, Gold, Platinum resellers
Specialised segment distributors	Specialist vertical/industry 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. Supply to unauthorised resellers is strictly prohibited. It is the resellers' responsibility to verify that the End Users qualify for the various buying programs they wish to resell (e.g. only sell VIP Government licenses to qualifying Government entities).

The description of the program that follows is an integral part of the Adobe Partner Connection Program Agreement and is designed to be read in conjunction with the Program Agreement that must be executed by each participating reseller. Any terms and definitions covered here shall have the same meaning as set forth in the Program Agreement. If there is any inconsistency between the Program Agreement and this Program Guide, the Program Agreement shall prevail to the extent of the inconsistency.

Adobe retains the right, by email notification and other communication posted to the Adobe Sales Center, Adobe Partner Connection Portal, or any other similar partner/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 14 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

## Adobe Partner Connection Reseller Program

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

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

### Reseller Program levels

The Reseller Program rewards three different levels of engagement with Adobe: Certified, Gold and Platinum. Resellers not participating in the Reseller Program will not have access to any Adobe product offerings, program benefits and sales/marketing content.

### Reseller Program level definitions

- **Certified:** Certified resellers are eligible to sell Adobe's VIP Marketplace program. It requires an online click-through agreement for each reseller. 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 the Certified level and to have been an Adobe reseller in the Adobe Partner Connection Program for a minimum of six (6) months. In addition to Certified level benefits, Gold resellers are eligible for deal registration and 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 Partner Program. Platinum level resellers must meet all the prerequisites for the Certified and Gold levels, plus the additional requirements of the Platinum level. Platinum level requires a reseller to meet minimum 12 months as a Gold Reseller prior to applying at the Platinum level. In addition to the benefits of Gold level, Platinum resellers are eligible for performance incentives in the form of quarterly rebates, may be eligible for marketing funding, are assigned an Adobe Channel Account Manager, are expected to build an Annual Business Plan and conduct Quarterly Business Reviews.

### 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 and Platinum program levels require a minimum Annual Qualifying Revenue threshold to be met in order to qualify and/or maintain status at that level. The Annual Qualifying Revenue thresholds will be calculated based on the preceding four (4) completed Adobe fiscal quarters' qualifying revenue according to the applicable market region where the reseller is located.

## Adobe Partner Connection Reseller Program

Reseller level	Annual Qualifying Revenue*				
	ANZ <sup>1</sup>	HKT	IND <sup>2</sup>	KOR	SEA <sup>3</sup>
<b>Certified</b>	n/a	n/a	n/a	n/a	n/a
<b>Gold</b>	\$350K	\$350K	Zone 1 \$350K Zone 2 \$100K	\$350K	\$350K
<b>Platinum</b>	\$15.0M	\$5.0M	\$3.0M	\$10.0M	Zone 1 \$5.0M Zone 2 \$3.0M

\*Annual Qualifying Revenue calculated based on New and Renewal SKUs for products licensed through the APC resale Program and available on the Commercial, Government and Education VIP/VIP Marketplace price lists. See the "Definitions" section within this program guide for eligible products. <sup>1</sup>ANZ Annual Qualifying Revenue is in AUD, other market regions are in USD. <sup>2</sup>India Zone 1 country is India. All other countries within the India region are considered Zone 2; <sup>3</sup>SEA Zone 1 countries include Singapore and Thailand. All other countries within SEA region are considered Zone 2.

### VIP Marketplace

Adobe Direct Partners must integrate directly with Adobe and sell Adobe products through VIP Marketplace. Transacting through VIP Marketplace requires technical integration. Please contact your Adobe Channel Account Manager for more details.

Indirect resellers should contact an Adobe Authorised Distributor to transact through VIP Marketplace. Indirect resellers must be contractually authorised by their Adobe Authorised Distributor to become a Distributor-Authorised Reseller to transact through VIP Marketplace. In addition, to resell Education or Government versions to an End User, indirect resellers must be an Adobe-Authorised Reseller.

**Note on reselling Adobe products via VIP Marketplace:** In regions where VIP Marketplace is offered by an authorised Adobe Distributor, resellers may sell Adobe products via VIP Marketplace by accepting the Distributor's marketplace pass through terms and conditions. Adobe encourages new VIP Marketplace resellers to join the Adobe Partner Connection program in order to become eligible for program benefits, including but not limited to financial incentives, access to sales/marketing assets via the Adobe Consumer & Business Connection portal and to receive important communications and updates directly from Adobe.

### Reseller Program level details

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 incentives for each Reseller Program level. Eligibility to receive benefits and financial incentives depends on a resellers current standing with Adobe and level in the program (Certified, Gold, Platinum).

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.

The table below illustrates program benefits and financial incentives that are available at each Reseller Program level.

## Adobe Partner Connection Reseller Program

APC Requirements & Benefits		Certified	Gold	Platinum
Reseller Requirements	Register online via Adobe Partner Connection Portal and complete the Adobe Partner profile	X	X	X
	Accept the Reseller Program Agreement in the format of a click-through online agreement	X	X	X
	Comply with the rules & guidelines in reference to the sale of Adobe products	X	X	X
	Complete the Adobe Business Partner Code of Conduct training (minimum of one representative who holds responsibility for overseeing compliance)	X	X	X
	Regularly update and maintain accurate primary and secondary contact information to ensure timely communication and support	X	X	X
	Meet and maintain minimum Annual Qualifying Revenue threshold according to the market region where reseller is located.		X	X
	Execute the Platinum Partner Program Agreement – Annually.			X
	Develop Annual Business Plan jointly with Adobe Account Manager, conduct Quarterly Business Reviews attended by key partner and Adobe personnel			X
	Makes its sales team available for virtual or in-person sales training conducted by either Adobe or an Adobe Authorised Distributor		X	X
	Makes its sales team available for joint account planning sessions with Adobe Account Execs or Adobe Authorised Distributor representative(s)		X Every 6mths	X Every 3mths
	Has a documented Customer Lifecycle Management (CLM) process, or equivalent, in place to retain and grow customers while effectively tracking and driving renewals			X
	Adobe presence requirement: Has a dedicated Adobe landing page/microsite, hosted on resellers own domain (cannot redirect to Adobe.com) that showcases relevant Adobe content, solutions and promotions.		X	X
	Complete certifications, training requirements. Please see Credential & Certification Training section below.		X	X
	Appoint an “ <b>Adobe Business Sales Manager</b> ” who is responsible for all Reseller activities with respect to Adobe products.			X
	Appoint an “ <b>Adobe Product Marketing Manager</b> ” who is responsible for the Adobe brand and manages Adobe marketing activities. Must be a different person to the Adobe Business Sales Manager.			X
	Appoint a “ <b>Designated Named Resource</b> ” who is assigned to drive retention, renewals & deployment within the Resellers business. Must be a different person to the Adobe Business Sales and Marketing Manager.			X
	To be eligible to participate in the MDF scheme, reseller must satisfactorily execute minimum partner funded sales/marketing activities: <ul style="list-style-type: none"> <li>o 1+ activity that will drive demand generation, per quarter</li> <li>o 1+ activity that will improve retention/deployment/use, per quarter</li> </ul>			X
Benefits	Eligibility to purchase VIP Marketplace products from an Authorised Adobe Distributor	X	X	X
	Access to resources and communications on the Adobe Partner Connection (APC) Portal	X	X	X
	Access to the Adobe Business & Consumer Connection (CBC) Portal for sales enablement, tools and assets	X	X	X
	Eligibility to earn Adobe specialisations* (in eligible market regions)	X	X	X
	Public listing as authorised reseller on Adobe website and use of Reseller logo	X	X	X
	Eligibility to participate in exclusive Adobe partner events, as invited by Adobe	X	X	X
	Eligibility to participate in the Deal Registration Incentive and receive incentives for qualifying deal submissions		X	X
	Eligibility to receive not-for-resale (NFR) copies of select software according to applicable Adobe policy at Adobe's sole discretion		X	X
	Account management from an Adobe Distributor		X	
	Eligibility to earn performance incentives (rebates)			X
	Access to marketing funds, at Adobe's sole discretion when available and subject to the conditions and selection criteria for their availability			X
	Account management by an Adobe Account Manager*			X
Direct purchasing Platinum Resellers are eligible to resell VIP Marketplace through Adobe's API integration			X	

## Adobe Partner Connection Reseller Program

Upon Adobe's request, Reseller must submit a report certifying that its orders are correct and are supported by actual ordering documentation from Program Members or its dealers ("Quarterly Certification").

The format of such Quarterly Certification will be prescribed by Adobe. At its sole discretion, Adobe may request copies of all such supporting documentation. If Reseller (i) does not submit supporting documentation that is satisfactory to Adobe within thirty (30) days after such request, or (ii) fails to submit a Quarterly Certification, Adobe may, at its sole discretion: (a) conduct an on-site audit with ten (10) business days' prior written notice, (b) suspend rebate eligibility, or (c) terminate the Agreement with ten (10) days prior written notice.

### VIP and VIP Marketplace terms/conditions and account administration

The VIP/VIP Marketplace 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/VIP Marketplace Member to join VIP/VIP Marketplace, 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/VIP Marketplace 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) such as ETLA and VIP Custom 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/VIP Marketplace is referenced in this Program Guide. Adobe's ETLA and VIP Custom is an Adobe-led sales engagement where Adobe directly engages with the End User customer pertaining to the licensing of Adobe products. This means that the structuring and execution of an ETLA or VIP Custom is done entirely by Adobe. Adobe does wish to reward resellers for sourcing Adobe-led ETLA and VIP Custom opportunities where the reseller's role may be one of sourcing, performing specific selling activities, fulfillment, or a combination of these, as explained under the ETLA Financial Incentives Program.

### Specialisation Programs

Adobe authorised Certified, Gold and Platinum resellers are eligible to earn specialisations under the Reseller Program. A specialisation is defined as a specific set of skills and expertise in a particular discipline/vertical market and can be attained by meeting certain training and eligibility criteria designed specifically for each specialisation. Adobe's current specialisations for APAC are as follows:

Specialisation Program	Description	Eligible market region
Education Elite	Supporting the education and non-profit sectors is a strategic priority for Adobe. We aim to identify and recognise resellers who demonstrate specialised capability and proven expertise in these market segments	KOR
Government Elite	Designed for Partners that specialise in delivering solutions to Government organisations and seek to work closely with Adobe	KOR

*Requirements and benefits for each Specialisation Program can be found in Appendix.*

### Financial Incentive Overview

Adobe offers a package of financial incentives to resellers who meet high performance objectives such as revenue, unit, and/or renewal target achievement, unique 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 (Certified, Gold, or Platinum) and specialisations.

### Deal Registration Incentive

Adobe Partner Connection resellers at the Gold and Platinum levels are eligible to participate in the deal registration incentive. All eligible resellers may register opportunities; however, in market regions where specialisations apply, resellers must hold the relevant specialisation in order to register Education or Government opportunities.

### Certified Resellers

From time to time, Adobe may make a deal registration incentive available to Certified resellers. Distributors may submit an opportunity and then administer the deal registration Incentive on behalf of Certified Resellers, who are not authorised to participate directly with Adobe. The deal registration incentive for Certified resellers is administered through Adobe Authorised Distributors. Contact your Distributor for submission processes and payout details.

### Overview and reward calculation

Adobe relies on its resellers 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 (and received approval from Adobe), and submitted the qualifying purchase order, will receive the reward.

### Deal Registration Incentive Benefit

Eligible resellers that meet all contractual requirements and comply with the process and requirements for deal eligibility (outlined below) will be eligible to receive deal registration benefits. A complete list of valid deal registration incentives, including minimum thresholds, are outlined in our quarterly incentive emails. Please be sure to keep your contact information accurate and up-to-date with Adobe.

### Opportunities eligible for deal registration:

1. 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).
2. Customers that open a new contract instead of renewing an existing contract are not eligible.
3. Incremental new licenses added to existing VIP customers are eligible, providing the incremental amount meets the minimum license quantity referenced in the quarterly deal registration terms and conditions.

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4. Opportunities that are the result of switching buying programs, i.e. ETLA or VIP Custom > VIP or VIP Marketplace, are not eligible for deal registration.
5. For VIP multi-year commit deals, only the value of the first 12 months is eligible for deal registration payout.
6. For approved deals that are sourced and closed by a single reseller (by submitting the qualifying order), the deal registration incentive will be provided to the reseller. Deals that are sourced by one reseller but closed by another reseller are not eligible for deal registration payout.
7. Customer revenue migrations from discounted price to full price at the time of renewal are not eligible.
8. Renewal opportunities are not eligible for deal registration unless otherwise stated and the upsell/incremental component meets the minimum license quantity referenced in the quarterly incentive emails. Upsell/incremental units must be in addition to the products Adobe is expecting customer to renew and result in incremental revenue. No payment will be made if upsell results in same or less revenue. Note: Only the upsell/incremental component will be eligible for deal registration.
9. Upsell opportunities for existing customers during the year are eligible, however, the upsell/incremental component must meet the minimum license quantity referenced in quarterly deal registration terms and conditions. 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.
10. Add-ons to renewals are not eligible, unless the add-on/incremental component meets the minimum license quantity referenced in quarterly deal registration terms and conditions. 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.
11. Customer win back: A customer that does not renew their Adobe subscription (across any Adobe subscription buying program) is only valid for new deal registration (on those un-renewed software products) 180+ days from the anniversary date of their unrenewed Adobe software.
12. Unless otherwise stated, Qualifying Revenue for all deal registration incentive calculations is based on the Adobe Estimated Street Price ("List Price").
13. Resellers must have the appropriate market specialisations to register Education or Government opportunities, in markets where specialisation is in effect.
14. Where applicable and stated in quarterly deal registration terms and conditions, Certified resellers are eligible to participate in deal registration incentives through an authorised Adobe Distributor only.
15. 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.

### **Deal Registration Qualifying Revenue and order eligibility**

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

VIP/VIP Marketplace renewals (with exception of eligible upsells), TLP, CLP, FLP, VIP Custom and ETLA are not eligible for deal registration.

Deal registration payout on all eligible licenses will be capped at 12 months from the order invoice date. For example, if a customer chooses a licensing term of 18 months, deal registration payout will be calculated based on the value of the first 12 months of the term only.

All deals must be registered and approved by Adobe and comply with all published deal registration guidelines.

All deals are capped at USD\$300,000 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").

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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).

### **Deal Registration incentive general terms and conditions**

- For VIP/VIP Marketplace, all Deal Registrations must be submitted at least one day prior to orders being placed.
- Opportunities are valid for 90 days from the approval date.
- All orders must be placed prior to the expiration of the deal registration.
- All Deal Registration rebates must be claimed within 30 days of the order date. Reseller will have 30 days from the date that a qualifying order is booked to submit a rebate claim for the corresponding opportunity. Payouts not claimed within this period will be forfeited.
- A single 30-day extension may be requested through the system prior to the expiration date of the opportunity.
- Eligible products on the order must meet or exceed the applicable payout threshold to earn rebate, even if the deal was approved at a lower amount.
- The customer account name on the deal registration opportunity must match the customer account name on the order.
- Orders must be for customers within the reseller's designated territory market region.
- Orders placed and fulfilled through adobe.com are not eligible for a deal registration incentive.
- Orders for a reseller's own use are not eligible for a rebate.
- Reseller is responsible for entering correct Sales order number and claiming the rebate.
- 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 USD\$300,000 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 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.

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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 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 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 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.
- In the event that two or more deal registrations are 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 partner.
- The reseller has notified Adobe in writing that they are unable or unwilling to support the customer opportunity yet has not voluntarily canceled their registration.
- It comes to Adobe's attention that the reseller has failed to actively promote Adobe within the opportunity.
- Adobe will make commercially reasonable efforts to notify partner prior to revoking any opportunity.

### **Quarterly Performance Incentives (rebate) – Platinum only**

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

## Adobe Partner Connection Reseller Program

Rebate goals may include the following		Qualifying revenue basis for rebate
Financial Incentive	Criteria	Payout base
<b>Creative Cloud Net Growth Incentive</b> Includes all Creative Cloud products, Adobe Express, Adobe Substance 3D, Adobe Stock	Quarterly target based on the expected ARR growth for Eligible Creative Cloud products available through VIP and VIP Marketplace.	Growth ARR (Quarter Ending ARR minus Quarter Beginning ARR) for Eligible Creative Cloud Products.
<b>Document Cloud Net Growth Incentive</b> Includes all Document Cloud and Adobe Acrobat Sign products.	Quarterly target based on the expected ARR growth for Eligible 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 incentive payout details

The following table defines when various transactions will count toward rebate attainment. Please note the following on how renewal transactions are treated for rebate attainment/calculation:

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

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

### Rebate performance payout

Platinum 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.

Non-meeting a minimum of 90% 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 90% attainment on the performance revenue goal for four (4) fiscal quarters, in any one fiscal year, may result in 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 reseller level status change.

Upon the close of the quarter, the Adobe Channel Account Manager will examine the revenue targets, revenue

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target achievement and performance of each reseller. If a reseller 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, 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 reseller communication vehicle, announce permanent or temporary modifications to the Quarterly Performance Incentive terms. Such changes shall become effective from such time as determined by Adobe at the sole and reasonable discretion of Adobe.

### **Exception Return Policy**

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

### **Quarterly Performance Incentives (Rebate) terms and conditions**

A reseller that is in good standing with Adobe and has achieved the program requirements, target(s)/goal(s)/objective(s) as prescribed by Adobe from time to time, shall be entitled to receive Rebates under the Quarterly Performance Incentives (Rebate) Program ("Rebates").

The reseller will be informed, in a separate notification, of its quarterly target(s)/goal(s)/objective(s) and any additional terms and conditions for which the Reseller must accept in order to receive the Rebates ("Rebate Targets Letter"). Reseller's eligibility to receive Rebates is subject to the applicable terms and conditions as set forth in the Program Agreement, this Program Guide and the Rebate Targets Letter ("Rebate Terms"). Reseller's continued participation in the Reseller Program shall be deemed Reseller's unequivocal acceptance of the Rebate Terms.

1. No payment of any Rebates will be made by Adobe unless Reseller has achieved the applicable target(s)/goal(s)/objective(s) set out in the Rebate Targets Letter and Adobe is satisfied that Reseller has complied with the Rebate Terms. Without limiting the generality of the foregoing, Adobe shall be entitled to suspend, withhold, or refuse payment of any rebates, require reseller to refund any rebates that has been paid, and/or remove reseller's eligibility to participate in the Quarterly

## Adobe Partner Connection Reseller Program

Performance Incentive(s) program, without prejudice to any of its rights, if:

- a) Reseller has not provided proof of attainment of applicable target(s)/goal(s)/objective(s) set out in the Rebate Targets Letter to Adobe's satisfaction; or
  - b) Adobe determines that reseller has provided information that is inaccurate, untrue, misleading or fraudulent, or has otherwise failed to comply with the rebate terms.
  - c) Reseller has not attained and/or maintained the minimum personnel requirements as specified in this Program Guide.
  - d) Reseller has not completed the required number of demand generation and retention activities during the quarter (as outlined in the program requirements).
  - e) Reseller has outstanding payments due to Adobe that are beyond the agreed payment terms
2. Adobe shall be entitled to do all that is necessary to verify Reseller's eligibility to receive Rebates, including checks on whether all relevant sales transactions are supported by valid End User orders. Adobe reserves the right to check all relevant transaction documents, including but not limited to Reseller's purchase order(s), end customers' purchase order(s), correspondence and email between Reseller and end customers, billing acceptance and payment receipts.
  3. All payments of rebates shall, in Adobe's sole discretion, be made by cheque or wire transfer to reseller's designated bank account. No payment shall be made to any person, firm or corporation other than reseller.
  4. If, for any reason, Adobe reverses a license or transaction in respect of which a rebate has been paid to reseller, reseller shall pay back to Adobe an amount equal to the rebate stemming from the reversed license or transaction, within forty-five (45) days of a written notice from Adobe.
  5. The Quarterly Performance Incentive(s) program is not part of the trading process that a reseller has with Adobe, other resellers and/or authorised Adobe Distributors. A Reseller should not deduct monies from payments to Adobe, authorised Adobe Distributor(s) and/or other resellers on account of Incentive(s) being distributable. Reseller is free to set their own prices for all Software Products.
  6. It shall be reseller's obligation to report as income all rebates received by reseller pursuant to the Quarterly Performance Incentive(s) program and reseller shall indemnify Adobe and hold Adobe harmless to the extent of any obligation imposed on Adobe to pay any taxes or insurance, including without limitations, withholding taxes, social security, unemployment, or disability insurance, including the interest and penalties thereon. Reseller agrees to pay any Tax imposed by any governmental authority with respect to any payment made by Adobe under the Rebate Program. For the purposes of the Rebate Program, "Tax" shall mean any tax, fee or cost not based on Adobe's net income, including, but not limited to, sales, use, excise, value added, withholding or similar tax or any fees and penalties or interest associated with any of the foregoing.
  7. Expiration or termination of the Program Agreement at any time will result in immediate disqualification of eligibility for participation in the Quarterly Performance Incentive(s) program. Upon expiration or termination of the Program Agreement, or the Quarterly Performance Incentive(s) program, no further payment of any Rebates shall be made to Reseller, except that Adobe will pay Rebates legitimately earned by Reseller and due and payable at the time of termination or expiration of the Program Agreement or the Quarterly Performance Incentive(s) program. Notwithstanding the foregoing, in the event that the Program Agreement or the Quarterly Performance Incentive(s) program is terminated for Reseller's breach of the Program Agreement or the terms and conditions under this section, as applicable, all unpaid Rebates will be canceled, without prejudice to other rights that Adobe may have.

### Channel Incentive Program (Ad-hoc)

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

1. The Partners that will qualify for each Channel Incentive Program shall be determined by Adobe in its sole discretion.
2. The general terms and conditions, set out below, shall apply to each Channel Incentive Program Adobe makes available to resellers.

## Adobe Partner Connection Reseller Program

3. Adobe will notify qualifying resellers in writing, of the applicable target(s)/goal(s)/objective(s) and any additional terms and conditions that may apply, each time Adobe makes available the Channel Incentive Program. Adobe, in its sole discretion, may also require reseller to acknowledge in writing.
4. Reseller acceptance of any additional terms and conditions applicable to the Channel Incentive Program.

Partner further acknowledges and agrees:

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

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to Adobe, Authorised Adobe Distributor(s) and/or other Partners on account of Incentive(s) being distributable. Partner is free to set its own prices for all Software Products.

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

### Rules of Engagement

Eligible resellers participating in the APC Reseller program, must adhere to the following guidelines:

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

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

### Ongoing performance evaluation

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

Annual Business Plan Topics
<b>Market Overview:</b> A commentary on the general business climate, highlights & challenges for the year ahead, and any significant shifts in sales or marketing strategy.
<b>Business Review:</b> An analysis of the Adobe business for the year just completed. This should include revenue achieved, growth rates for the year, and customer satisfaction. It should also include a review of personnel and relevant certifications.
<b>Business Objectives:</b> An overview of revenue goals for the year, critical success factors, and a discussion of sales and marketing strategy. This should include a focus on product mix, growth expectations, industry vertical, and customer segment focus.
<b>Marketing Plan:</b> This should include any significant campaigns, launches, or demand generation activities for the year ahead.
<b>Personnel Resource Plan:</b> Define mutually agreed upon personnel commitments required to support the Adobe business and growth objectives, including planned headcount, key roles and responsibilities, capacity planning, and any anticipated hiring, training, or upskilling needs for the year.
<b>Customer lifecycle management (CLM):</b> Review strategies in place and process improvement to retain and grow customers while effectively tracking and driving renewals.
<b>Flexible Metric(s):</b> To be determined with the Adobe Account Manager.

On a quarterly basis, Platinum and Elite Specialisation resellers will be required to formally report performance against objectives and strategies for the previous quarter. This quarterly reporting will be facilitated through the Quarterly Business Review (QBR) with Adobe Channel Account Managers and executive sponsors. This QBR will include a focus on the previous quarters performance as well as a lookahead to readjust strategy to achieve goals for the upcoming quarter. The QBR will cover, at minimum, the following topics:

## Adobe Partner Connection Reseller Program

### Evaluation of Previous Quarter

- Growth Drivers and Key Initiatives
- Revenue Drivers (Product Mix, License Type, Industry/Segment/Geo focus, CLM)
- Marketing Activities
- Resourcing/Personnel
- Personnel Enablement/Certification
- Opportunities & Challenges

### Goals for Upcoming Quarter

- Business Environment Ahead
- Growth Goals
- Revenue Goals (Product Mix, License Type, Industry/Segment/Geo focus, CLM)
- Marketing Activities & Events Planned
- Resourcing/Personnel
- Key Initiatives Planned

## Marketing funds

Adobe provides the possibility of applying for and claiming marketing development funds (MDF) and is strictly intended for planning and implementing marketing activities that promote Adobe products and align with Adobe's strategic objectives.

Allocation of MDF is entirely at Adobe's discretion. Adobe reserves the right to determine the availability and amount of funds based on the reseller's submitted marketing plan, estimated return on investment (ROI), and the strategic importance of the proposed activities to Adobe's business goals. Adobe channel marketing personnel will inform qualifying Platinum resellers about the availability of MDF, conditions for allocation, and selection criteria.

Resellers must submit a detailed annual marketing plan outlining the proposed activities, expected outcomes, and estimated ROI. Adobe will evaluate the plan and confirm the allocation of funds based on its strategic priorities.

Resellers receiving MDF must commit to reporting on the performance of funded campaigns. This includes providing detailed metrics on campaign outcomes, such as lead generation, customer engagement, and other relevant performance indicators.

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 reseller 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

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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 marketing activities must comply with Adobe's advertising and trademark usage policies, as outlined on the partner portal. Activities must also adhere to applicable laws and regulations, even if approved by Adobe. 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.

### **Credential and certification training**

Adobe requires its Gold and Platinum resellers to be subject matter experts in Adobes products and has made available several training courses available in the Consumer and Business Connection (CBC) portal.

Platinum and Specialisation resellers must complete certifications/training requirements as defined by Adobe during the Annual Business Planning process with progress to be reviewed during Quarterly Business Review sessions. Platinum and Specialisation resellers are required to maintain a minimum number of credential and certified sales personnel (outside of dedicated headcount). Adobe will share training criteria quarterly. If a certified person leaves the resellers organisation, reseller will have a grace period of 3 months from the person leaving to recover compliance.

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

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

For Platinum and/or Specialisation Partners, much of the onboarding process is conducted off-line in partnership with an Adobe or Distribution account manager. Once a reseller has met the Revenue Thresholds and Personnel requirements for Platinum and/or Specialisation level and notified Adobe, Adobe will conduct an objective business review of the reseller. If an uplevel to Platinum and/or Specialisation is justified in Adobe's sole discretion and in accordance with the requirements, reseller 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.

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Foreign Corrupt Practices Act "FCPA."

For resellers upleveling to the Platinum and/or Specialisation level, all benefits associated with the new level will apply beginning on the first day of the Adobe fiscal quarter after the resellers 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. For resellers applying for Specialisation, enrollments are open and assessed during Adobe's Q1 and Q3 fiscal quarters, with effective onboarding dates occurring at the start of Adobe Q2 and Q4 fiscal quarters.

### **Onboarding steps for a Certified or Gold reseller:**

1. Reseller completes online enrollment questionnaire specific to the desired level
2. Reseller accepts click-through program agreement.
3. Certified and Gold level must complete the Adobe Business Partner Code of Conduct training (minimum of one representative who holds responsibility for overseeing compliance).
4. Adobe evaluates reseller's application and confirms acceptance or denial at the desired program level. Adobe's evaluation includes review of the partner's compliance questionnaire and confirmation that the reseller meets all of the requirements of the desired level, including required personnel, completion of required code of conduct training, minimum revenue criteria, time required at a previous level, and any other requirements.
5. Reseller is provided with systems access, including access to the Adobe Partner Connection Portal and Sales Centre.

### **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. Partner and Adobe execute hard copy program agreement.
6. Partner and Adobe meet to discuss objectives and strategies for the upcoming quarter/s and submit an Annual Business Plan.

### **Onboarding steps for a Specialisation reseller:**

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

### Down-leveling

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

Furthermore, Adobe reserves the right to down-level a Platinum and/or Gold Partner to a lower program level (or terminate the partner's membership in the program) if the partner is considered to not be in good financial standing with Adobe.

- **Certified:** 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.
- **Gold:** 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 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:** 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 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 14 days' notice to the reseller.

### Definitions

**Total Qualifying Revenue** is defined, unless otherwise stated herein or in any supplementary documentation provided to the reseller, such as a quarterly rebate letter, as the amount paid to Adobe, less any returns, for purchases effected by Reseller ("sell-through value"), either directly from Adobe (in the case of Platinum resellers) or from an Adobe Authorised Distributor, for all Eligible VIP New and Renewal licenses. Licensing includes all Adobe desktop products sold through the VIP and VIP Marketplace, excluding ETLA. Additionally, the following revenue is specifically excluded from Total Qualifying Revenue: Non-product revenue (rebates, revenue share, referral fees, etc.), OEM, shrinkwrap, TLP, ETLA, and all non-VIP enterprise product revenue (including but not limited to LiveCycle, Connect, Adobe Marketing Cloud, Adobe Experience Cloud, and Adobe Analytics). For resellers holding the Worldwide Specialisation, revenue booked outside of the reseller's home region is excluded from Total Incentive Qualifying Revenue. Total Qualifying Revenue is capped at USD\$500,000 USD per deal.

**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

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Creative Cloud single apps, Adobe Substance 3D, 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: Acrobat, Acrobat Services API and Adobe Sign products available on the VIP and VIP Marketplace price lists.

**Incumbent Reseller** is defined as the reseller of record for the customer. 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 orders. Incumbent Reseller (for qualifying VIP/VIP Marketplace product add-on and renewal orders): A sales order is considered reseller incumbent for rebate purposes if the customer purchasing the qualifying add-on or renewal order has historically transacted with that reseller (any time over the last 12 months) and uses the same VIP agreement number for the order. Product add on and renewal orders processed with a reseller, where the customer has historically purchased via another reseller (any time over the last 12 months), are considered non-incumbent for eligible reseller rebate purposes unless an official change of reseller request has been approved and processed via an Adobe Authorised Distributors marketplace prior to the new order being placed. Customers that switched from buying directly from Adobe to now purchasing via a partner are considered non-incumbent

**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 Reseller ("sell-through value"), either directly from Adobe (in the case of Platinum resellers) or from an Adobe Authorised Distributor, for all Eligible New and Renewal licenses. Licensing includes all Adobe desktop products sold through the VIP and VIP Marketplace, excluding ETLA. Additionally, the following revenue is specifically excluded from Total Qualifying Revenue: Non-product revenue (rebates, revenue share, referral fees, etc.), OEM, shrinkwrap, TLP, ETLA, and all non-VIP enterprise product revenue (including but not limited to LiveCycle, Connect, Adobe Marketing Cloud, Adobe Experience Cloud, and Adobe Analytics). For resellers holding the Worldwide Specialisation, revenue booked outside of the reseller's home region is excluded from Total Incentive Qualifying Revenue. Total Qualifying Revenue is capped at USD\$500,000 USD per deal.

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

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

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

**Renewals** means VIP/VIP Marketplace renewal licenses on existing VIP agreement IDs during the Renewal Window.

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

**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 VIP Renewals** means VIP/VIP Marketplace licenses due for renewal on existing VIP agreement IDs. For clarity, Eligible VIP Renewals count toward the Creative Rebate Incentive and Document Cloud Rebate Incentive attainment during the relevant Cancellation Quarter, even if such renewals are transacted or invoiced by Adobe in a different quarter. All products available on the VIP and VIP Marketplace price lists in all vertical markets for which you are authorised are eligible, so long as such licenses are deployed in your respective

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APAC market region. Only VIP Renewals on which you are the Incumbent Reseller are eligible for the Creative Rebate Incentive or Document Cloud Rebate Incentive.

### Other definitions:

**Adobe Authorised Reseller(s)** is a reseller 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.

**Adobe Partner Connection Portal** means Adobe's web portal for partners under the Adobe Partner Connection.

**Adobe Business Sales Manager** is an individual who is responsible for managing all aspects of the Adobe product line(s) and all partner's activities with respect to Adobe products. In particular, the Adobe Business Sales Manager will be responsible for ensuring that the relevant organisational units within the partner are appropriately staffed and resourced, prepare the monthly forecast and co-ordinate all other reporting, 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.

**Adobe Product Marketing Manager** should be an experienced marketing individual(s), able to lead Reseller's activities in outbound marketing, collateral development, organise and execute reseller events and road shows, event marketing, public relations, track and co-ordinate activities, fully utilise available marketing funds and reseller marketing around the Adobe brand.

**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).

**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 a partner's employees who devote a minimum of 50% of their time to the sales, support and/or marketing of Adobe Products.

**Partner Program** means the Adobe Partner Connection Partner Program.

**Value Incentive Plan (VIP)** is a membership-based program that allows customers to immediately 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 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.

**Partner Location** refers to a Partner's physical office location.

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**Territory** means the countries in which partners are authorised to distribute Adobe products, depending on the country of Partner Location. The Territory applicable will be the country of Partner Location. For example, if Partner location is in Singapore, the authorised Territory will be Singapore.

Market Region	Market Region Description	Territory
ANZ	Australia & New Zealand	Australia, New Zealand, the Independent State of Samoa, Cook Islands, Fiji, Papua New Guinea, Marshall Islands, Solomon Islands
HKT	Hong Kong & Taiwan	Hong Kong, Taiwan, Macau, Mongolia
IND	India	India, Bangladesh, Sri Lanka, Bhutan, Nepal, Maldives
KOR	South Korea	South Korea
SEA	Southeast Asia	Singapore, Malaysia, Thailand, Vietnam, Philippines, Indonesia, Cambodia, Myanmar, Laos, Brunei, Pakistan

### 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 Connection Portal), or other 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. Any changes will be effective 14 days from the date of posting such announcement. All support and resources provided by Adobe are subject to availability.

### Version history

Version	Notification date	Effective date
5.1	17 February 2017	4 March 2017
5.2	15 September 2017	1 October 2017
5.3	16 February 2018	3 March 2018
5.4	16 November 2018	1 December 2018
5.5	14 February 2019	2 March 2019
5.6	14 February 2020	29 February 2020
5.7	29 May 2020	12 June 2020
5.8	19 February 2021	6 March 2021
5.9	16 February 2022	5 March 2022
6.0	28 May 2022	11 June 2022
7.0	17 February 2023	4 March 2023
8.0	16 February 2024	2 March 2024
9.0	14 February 2025	1 March 2025
10.0	23 March 2026	6 April 2026

**Appendix 1: Partner Specialisation Programs –Education Elite (KOR only)**

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

**The Education Elite Partner program has the following benefits and requirements:**

<b>Program benefits</b>	Ability to promote your Adobe Elite Education status to the Education market and approval to use the specialisation partner logo
	Listed as an Education Elite Reseller on Adobe's partner finder
	Access to VIP Education deal registration incentives
	Ability to request Education marketing funds (at Adobe's sole discretion)
	Ability to sell VIP/VIP Marketplace Education products
	Access to VIP Education specific rebate incentive program
	Receive Education leads from Adobe
	Comprehensive training on Adobe's Education offerings and direct connection to Adobe's Education teams
	Access to NDA product briefings and partner advisory council meetings
	Invitation to exclusive Education events
	Access to Adobe NFR Software
<b>Program Requirements</b>	Current good standing as a Certified, Gold, or Platinum reseller in the Reseller Program.
	Have a history of positioning software, solutions and products in the education market through promotional, marketing, and/or sales activities. Acceptable evidence includes a minimum of three (3) of the following: <ul style="list-style-type: none"> <li>• Website promoting education products and pricing</li> <li>• Can demonstrate sponsorship of education events or conferences</li> <li>• Elevated membership in other IT vendor's Education partner programs</li> <li>• Have 20+ existing Adobe VIP educational customers</li> <li>• Provide one public facing education customer case study that your organisation has been involved with</li> <li>• Provide a customer reference letter from a K12 or Higher Education institution</li> </ul>
	Assign resources to drive the Adobe Education business: 1 x primary Adobe education business manager that coordinates/drives all partnership activity (dedicated or shared resource), 1+ sales account exec/BDM (100% dedicated), 1+ Inside Sales representatives (dedicated or shared resource)
	Ensure that all customers purchasing Education products meet Adobe's purchasing criteria
	Build an annual Education business plan which contains jointly agreed goals on revenue growth, improved customer retention/deployment and marketing activity
	Ongoing quarterly business reviews with Adobe that review progress against agreed goals and activities from annual business plan
	Partner makes their sales team available for joint account planning sessions with Adobe account execs
	Partner agrees to make their Education sales team available for live "in person" or "online" sales training (at least once per quarter)
	Partner has an Adobe Education landing page on their website that promotes Adobe's products, our Education ambassador programs and the Adobe Education Exchange website
	Partner conducts 1+ partner funded demand generation activity per quarter
	Partner conducts 1+ partner funded activity per quarter that improves renewal rates, active use or deployment - or drives Adobe's education ambassador programs and the Adobe Education Exchange
	Regular achievement of growth goals and minimum activity requirements (Education Elite partners that do not deliver Adobe's growth targets and/or activity requirements for 2 consecutive quarters can be removed from the program)
	Employ 3+ accredited APAC Education certified sales professionals: Rep is required to pass Adobe's education online training program + deliver a presentation to Adobe personnel on Adobe's education value proposition (K12 and higher ed)

## Appendix 2: Partner Specialisation Programs – Government Elite (KOR only)

The Adobe Government Elite Partner Program is designed for Adobe channel partners to work more closely with Adobe on driving solutions into the Government vertical. It allows Partners with special focus on reselling Adobe products to the Government, to earn additional incentives for partnering with Adobe to help drive new customer solutions, whilst providing superior post-sales customer experience.

**The Adobe Government Elite Partner Program has the following benefits and requirements:**

<b>Program benefits</b>	Ability to promote your 'Adobe Government Elite Partner' status in the market, and use the specialised partner logo provided by Adobe
	Be listed as an 'Adobe Government Elite Partner' on Adobe's partner finder portal on Adobe's official website
	Exclusive access to deal registration incentives for Government sales opportunities
	Ability to request Adobe Government marketing funds (provided at Adobe's sole discretion)
	Access to Adobe Government rebate program, target-based incentive on new/renew results
	Receive Adobe Government leads from Adobe and be invited to exclusive Adobe Government events
	Receive comprehensive training on Adobe's Government offerings
	Access to product briefings and partner advisory council meetings, (upon signing a NDA with Adobe)
	Access to Adobe NFR (not-for-resale) software
<b>Program Requirements</b>	Be in good standing as a Certified, Gold, or Platinum Reseller in Adobe's Reseller Program.
	Have a history of positioning software, solutions, and products in Government organisations. Acceptable evidence includes a minimum of three (3) of the following: <ul style="list-style-type: none"> <li>○ Partner's official website that specifically promotes products and/or solutions suited for the Government vertical</li> <li>○ Provide evidence of historical sponsorship of events/conferences that have targeted Government organisations</li> <li>○ Elevated membership (i.e., being on a higher-tier than a standard or basic reseller) in other IT vendor's specialised Government programs</li> <li>○ Have 10+ existing Adobe VIP Government customers</li> <li>○ Provide one public facing customer case study that demonstrates how the Partner has helped the Government with their business and/or technology requirements</li> <li>○ Provide a customer-reference letter from a Government customer that describes the value that the Partner has provided them with their technology/business requirements, while also highlighting Partner's expertise in providing solutions to the Government</li> </ul>
	Assign the following resources to specifically drive Partner's Government business with Adobe: 1 x primary Adobe Business Manager that drives and coordinates all Partner activities with Government customers (dedicated or shared resource); 1+ Sales Specialist/BDM (dedicated resource); 1+ Solution Consultant (dedicated or shared resource) – to drive presales and post sales activities
	Build an annual Adobe Government business plan which contains jointly agreed goals on revenue growth, improving customer retention/deployment and marketing activity
	Ongoing quarterly business reviews with Adobe that review progress against agreed goals and activities from annual business plan
	Partner makes their sales team available for joint account planning sessions with Adobe account executives
	Partner makes their sales team and solution consulting team (i.e., pre-sales technical team) available for live "in person" or "online" Adobe Government sales/technical training (at least twice per year)
	Partner has an Adobe landing page on their website that promotes Adobe's product offerings and resources to support customers (with certain sections of the page having specific messaging for Government entities)
	Conduct 1+ Partner funded demand generation activity (per Adobe quarter) that focuses on Government customers for new business
	Conduct 1+ Partner funded activity (per Adobe quarter) that drives improved usage, deployment or renewal rates for products sold into the Partner's Adobe Government customer base
	Regular achievement of growth goals and Program Requirements set out in this table (Adobe Government Elite partners that do not deliver Adobe's growth targets and/or Program Requirements set out in this table for 2 consecutive quarters may be removed from the program)
	3+ sales professionals are required to deliver a presentation on Adobe's value proposition to government customers. Upon satisfactory completion, they will be accredited as Adobe Government certified sales professionals.