

## TECHNOLOGY PARTNER PROGRAM PAYMENT AND PURCHASABLE CREDITS TERMS

Last updated March 18, 2024.

To the extent (1) payment obligations arise or (2) Credits are purchased in connection with the Adobe Technology Partner Program (e.g., through the Partner Portal or TPP Sales Order), the below terms apply. Capitalized terms not defined herein have the meaning ascribed in the Adobe Technology Partner Program Agreement.

### 1. Payment Terms

**1.1 Taxes.** All payments, prices, and fees payable by you under the Program shall be made exclusive of sales taxes, use taxes, and value added taxes (VAT/GST). You shall be responsible for all such taxes including withholding taxes. If, however, Adobe has the legal obligation to pay taxes and is required or permitted to collect such taxes for which you are responsible under this section, you shall promptly pay the taxes invoiced by Adobe unless you have provided valid exemption documentation for each taxing jurisdiction to Adobe. For avoidance of any doubt, you shall be responsible for paying any and all taxes imposed on or measured by your income, property, and employment taxes. You and Adobe shall comply with all applicable tax laws and regulations.

**1.2 Payment by You to Adobe.** In cases where a fee is due to Adobe under this Agreement, you shall pay the applicable fees according to these payment terms and, as applicable, the payment terms on the Partner Portal. As applicable, all invoices will only be delivered electronically to you. Payment terms are net thirty (30) days measured from the date of invoice; all fees and payments are in USD. Adobe may charge interest at a monthly rate equal to the lesser of: (i) one percent (1%) per month; or (ii) the maximum rate permitted by applicable law on any overdue fees, from the due date outlined in the invoice until the date the overdue amount (plus applicable interest) is paid in full.

**1.3 Failure to Pay by You.** If you fail to pay any amount due under this Agreement, Adobe may send you a reminder notice.

**1.4 Disputes.** If you believe in good faith that Adobe has incorrectly billed you, you must contact Adobe in writing within thirty (30) days of the invoice date, specifying the error. Unless you have correctly notified Adobe of the dispute, you must reimburse Adobe's reasonable collection costs. You must pay the undisputed portions of Adobe's invoice as required by this Agreement.

### 2. Purchasable Credits Terms

**2.1 TPP "Credits"** may be available for purchase in "**Credit Packs**" by TPP members at certain Paid Membership Levels. TPP Credits are valid only against Program purchases made through the Partner Portal. TPP Credit Pack purchases are non-refundable. Once your payment is processed, you may use your credits to purchase Benefits (as available) or make other applicable purchases through the Partner Portal. You authorize us to store your payment method(s) and charge it for all your purchases until you change your payment method. You can update your payment information anytime through the Benefit Center. Unused Credits do not expire; however, if you cease to be a Program member at a Paid Membership Level or this Agreement expires or terminates without being replaced by a successor Program agreement, you will forfeit any unused credits.

**2.2** Notwithstanding the foregoing, the following regional terms apply to you as applicable:

**2.2.1** For European Economic Area purchasers, your bank may require you to authenticate your initial purchase using a password, a one-time code sent to your mobile number, or biometric recognition. When you authenticate, you also authorize us to charge your payment method for additional purchases without providing us further payment information or other instructions (i.e., we will initiate future payments independently). Such additional purchases may occur when we automatically charge your payment method in connection with a recurring subscription or when you add or change licenses or products.