



Adobe® Partner Connection Reseller Program

Program Guide



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Adobe® Partner Connection

Reseller Program Guide

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

Introduction

The Adobe Partner Connection Reseller Program is designed to recognise the expertise attained by resellers, provide benefits and tools to become more proficient, and reward reseller commitment and impact in proposing Adobe technologies and solutions to customers.

Adobe customers rely on resellers to provide them not only with products but also with dependable, reliable and competent advice on the features and benefits of Adobe products and on their specific suitability to resolve business challenges.

Adobe relies on its reseller community to be in a position to meet customer requirements and to do so in a competent manner, certified by having met stringent certification criteria, continuing to have a committed approach to the satisfaction of its customers and maintaining a level of excellence with respect to Adobe and its products, that is best in class.

This program overview outlines the benefits and obligations applicable to each reseller level in Europe, Middle East and Africa and provides resellers with the possibility of deciding the level of competence and commitment they wish to attain.

Joining the Reseller Program will help resellers build their business, with resources designed to increase their effectiveness, increase efficiency in selling Adobe products, specific targeted training and achieve the most profitable sales through benefits and rewards specifically designed to help resellers understand and service their customers needs.

Eligibility to join the program is open to all businesses that provide Adobe software products to independent third party customers. This program is an integral part of the Reseller Program Agreement and is to be read in conjunction with the Reseller Program Agreement, to be agreed by Reseller. Defined terms and capitalised letters shall have the meaning set forth in the Definitions section below. Defined terms which are not covered by the Definitions section shall have the same meaning as set forth in the Reseller Program Agreement.

Adobe retains the right, by email notification or other communication posted to the Adobe online channel sales portal (the Adobe Partner Connection Portal) or 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 will be deemed to be incorporated herein by reference. Any changes will be effective 30 days from the date of the announcement. All new versions of the Program Guide shall supersede and replace all prior and existing versions of the Program Guide. All support and resources provided by Adobe are subject to availability.

Definitions

"Registered Reseller" is a reseller that has registered with Adobe, has agreed to the Reseller Program Agreement and meets and continues to meet the obligations outlined below for the level in the Reseller Program that they wish to attain.

"Adobe Certified Professionals" refers collectively to "Adobe Certified Sales Professional, Acrobat", "Adobe Certified Sales Professional, Creative Cloud for Teams", "Adobe Certified Sales Professional, Volume Licensing", "Adobe Certified Sales Professional, Education", and "Adobe Certified Sales Professional, ProVideo" as defined below.

"Adobe Certified Sales Professional, Acrobat" is an individual who has attended the training course(s) mandated by Adobe for the individual to become an Adobe Certified Sales Professional, Acrobat and has passed the relative exam(s). Requirements for an Adobe Certified Sales Professional, Acrobat may be updated from time to time and the certification will expire 90 days after communication of the new requirements unless during these 90 days, the Adobe Certified Sales Professional, Acrobat brings his/her level of expertise up to date in order to retain his/her certification.

"Adobe Certified Sales Professional, Creative Cloud for Teams" is an individual who has attended the training course(s) mandated by Adobe for the individual to become an Adobe Certified Sales Professional, Creative Cloud for Teams and has passed the relative exam(s). Requirements for an Adobe Certified Sales Professional, Creative Cloud for Teams may be updated from time to time and the certification will expire 90 days after communication of the new requirements unless during these 90 days, the Adobe Certified Sales Professional, Creative Cloud for Teams brings his/her level of expertise up to date in order to retain his/her certification.

"Adobe Certified Sales Professional, Volume Licensing" is an individual who has attended the training course(s) mandated by Adobe for the individual to become an Adobe Certified Sales Professional, Volume Licensing and has passed the relative exam(s). Requirements for an Adobe Certified Sales Professional, Volume Licensing may be updated from time to time and the certification will expire 90 days after communication of the new requirements unless during these 90 days, the Adobe Certified Sales Professional, Volume Licensing brings his/her level of expertise up to date in order to retain his/her certification.

"Adobe Certified Sales Professional, ProVideo" is an individual who has attended the training course(s) mandated by Adobe for the individual to become an Adobe Certified Sales Professional, ProVideo and has passed the relative exam(s). Requirements for an Adobe Certified Sales Professional, ProVideo may be updated from time to time and the certification will expire 90 days after communication of the new requirements unless during these 90 days, the Adobe Certified Sales Professional, ProVideo brings his/her level of expertise up to date in order to retain his/her certification.

"Adobe Certified Sales Professional, Education" is an individual who has attended the training course(s) mandated by Adobe for the individual to become an Adobe Certified Sales Professional, Education and has passed the relative exam(s). Requirements for an Adobe Certified Sales Professional, Education may be updated from time to time and the certification will expire 90 days after communication of the new requirements unless during these 90 days, the Adobe Certified Sales Professional, Education brings his/her level of expertise up to date in order to retain his/her certification.

"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.

"Minimum Personnel Requirements" means the obligations with respect to Adobe Certified Professionals outlined for Certified, Gold and Platinum Resellers in the relevant section below.

"Specialisation" has the meaning as set forth in the Specialisations section below.

"Deal Registration" is defined in the Deal Registration section below.

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

"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 (including Luxembourg), Netherlands, Sweden, Denmark, Norway, Finland, 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.

"VIR 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 value to Adobe of purchases effected by Reseller either directly from Adobe (in the case of a Platinum Reseller), or from an Adobe Authorised Distributor for qualifying Desktop license products. For commercial sales, licensing includes VIP, TLP and CLP for Eligible Adobe Desktop Products only. For education sales, licensing includes VIP, TLP, CLP and EEA for all Adobe Desktop Products. Qualifying Revenue includes upgrade plan that is sold through to end users. For the avoidance of doubt revenue derived from Commercial Creative Suite licensing products under the following programs - CLP and TLP programs are specifically excluded from the VIR Qualifying Revenue under this incentive together with non-product revenue (rebates, referral fees, etc.), OEM, EA Maintenance & Support, shrinkwrap, DPS, ETLA, enterprise product revenue (including but not limited to LiveCycle, Connect, Adobe Marketing Cloud, and Adobe Site Catalyst), and all other FLP revenue.

"Education 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 value to Adobe of purchases effected by Reseller either directly from Adobe (in the case of a Platinum Reseller) or from an Adobe Authorised Distributor, for education licensing only. Education licensing includes VIP, TLP, CLP and EEA for all Adobe Desktop Products. Education Qualifying Revenue includes upgrade plan that is sold through to end users. The following revenue is specifically excluded from Education Qualifying Revenue: Commercial and government licensing, non-product revenue (rebates, referral fees, etc.), OEM, EA Maintenance & Support, shrinkwrap, DPS, ETLA, enterprise product revenue (including but not limited to LiveCycle, Connect, Adobe Marketing Cloud, and Adobe Site Catalyst), and all other FLP revenue.

"Eligible Adobe Desktop Products" include all Adobe Desktop Products, with the exception of Commercial Creative Suite professional products sold through the TLP & CLP licensing programs (in countries where VIP is available). Ineligible Commercial Creative Suite 6 products include: Adobe InCopy CS6, Adobe Prelude CS6, Adobe Premiere Pro CS6, Adobe SpeedGrade CS6, After Effects CS6, Audition CS6, CS6 Adobe Design Standard, CS6 Design and Web Premium, CS6 Master Collection, CS6 Production Premium, Dreamweaver CS6, Fireworks CS6, Flash Builder Premium, Flash Pro CS6, Illustrator CS6, InDesign CS6, InDesign Server CS6, Photoshop CS6, and Photoshop Extended CS6.

"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 <http://www.adobe.com/aboutadobe/volumelicensing/> (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>.

"EEA " means the Education Enterprise Agreement program as further described on Adobe's Education Volume Licensing website located at <http://www.adobe.com/aboutadobe/education/volumelicensing/> or successor site.

Reseller Program Structure

The Reseller Program is structured around four (4) levels:

- Registered Reseller
- Certified Reseller
- Gold Reseller
- Platinum Reseller

Each membership level has its own specific set of requirements and benefits, as outlined below. Membership in a particular level, in the Reseller Program, allows access to program resources and benefits that are specifically designed for that level in the program.

Registered Reseller

Registered Reseller is the entry level membership in the Reseller Program and is suitable for businesses, of varying levels of expertise, who wish to propose Adobe products and solutions to their customers.

Enrolment in this level is extremely simple and involves:

- Register online on the partner portal and complete the Adobe reseller profile
- Accept the Reseller Program Agreement via a click-through agreement

Registered Resellers have access to a wide range of resources, which can be found on the partner portal and are eligible to purchase Adobe TLP products from an authorised Adobe distributor. A list of authorised Adobe distributors is available on the partner portal.

Certified Reseller

Resellers who wish to attain and demonstrate a high degree of expertise in working with Adobe products should consider becoming a Certified Reseller. This level demonstrates to customers that the Certified Reseller has met the Adobe technical and commercial requirements for this level, as outlined below.

Requirements to become and retain the status as a Certified Reseller include:

- Register online on the partner portal and complete the Adobe reseller profile
- Accept the Reseller Program Agreement via a click-through agreement
- Employ one or more individuals who have attained all of the following certifications:
 - Adobe Certified Sales Professional, Acrobat
 - Adobe Certified Sales Professional, Creative Cloud for Teams
 - Adobe Certified Sales Professional, Volume Licensing

In addition to the benefits provided to Registered Resellers, benefits of the Certified Reseller level include:

- Eligibility to purchase CLP and VIP commercial products from an Authorised Adobe Distributor (list available on the partner portal)
- Eligibility to benefit from Deal Registration, as described in this document. An account will be provided by Adobe to Certified Resellers to access the Deal Registration system, in order to submit opportunities and submit claims.
- Access to the Small and Medium Business lead pool, from which leads can be claimed for follow up. Leads that are not acted upon by Reseller within three (3) business days shall be reclaimed by Adobe without further notice and shall be placed once again in the pool.
- Receive, at the discretion of Adobe, support in order to close deals above \$50K, or equivalent in Euros or Pounds Sterling.
- Access to content on the partner portal reserved for Certified Resellers.
- Eligibility to attain specialisations, as described in this Program Guide.
- Listing entry as a Certified Reseller on the Adobe website, reflecting any earned specialisation(s).
- Eligibility to obtain demo copies of software according to the applicable Adobe policy.

- Eligibility to apply for pre-approved strategic partner marketing funds to be utilised for specific marketing and end-user demand activities as agreed with Adobe.

Gold Reseller

Gold Resellers have attained a higher degree of competence and commitment with respect to Adobe products, are closely aligned with Adobe and its strategies and priorities and receive a higher degree of benefits.

Requirements to become and retain the status as a Gold Reseller include:

- Register online on the partner portal and complete the Adobe reseller profile
- Accept the Reseller Program Agreement via a click-through agreement
- Identify and appoint a Product Line Manager with responsibility for Adobe products
- Provide Adobe with a Quarterly Business Plan (QBP), and attend mandatory Quarterly Business Reviews (QBRs)
- Meet yearly revenue objectives for the Gold Reseller level which are set at \$500K per annum for Tier 1 countries, \$300K per annum for Tier 2 countries and \$200K per annum for Tier 3 countries. Revenue counted against this objective is defined as the value to Adobe of purchases effected by Reseller or from an Adobe Authorised Distributor for Desktop shrinkwrap and license products, Upgrade Plan and/or Maintenance & Support only. Non-product revenue, LiveCycle, Connect products and any other non Desktop products are specifically excluded from qualifying revenue. For the purpose of applying to obtain the Gold level, Qualifying Revenue for the last four (4) completed quarters can be counted, even if this was generated prior to the launch of this program.
- Meet a minimum percentage mix between licensing products and shrinkwrap products for the Gold Reseller level, which are set at 40% minimum for Licensing revenue in Tier 1 countries and 25% in Tier 2 countries and Tier 3 countries
- Employ two or more individuals who have attained all of the following certifications:
 - Adobe Certified Sales Professional, Acrobat
 - Adobe Certified Sales Professional, Creative Cloud for Teams
 - Adobe Certified Sales Professional, Volume Licensing
- Employ one or more Adobe Certified Sales Professional(s), Volume Licensing, in addition to the individuals who satisfy the above requirements.

In addition to the benefits provided to Certified Resellers, benefits of the Gold Reseller level include:

- Account management by an appointed Adobe Reseller Manager
- Access to the Enterprise lead pool, from which leads can be claimed for follow up. Leads that are not acted upon by Reseller within three (3) business days shall be reclaimed by Adobe without further notice and shall be placed once again in the pool
- Access to content on the partner portal reserved for Gold Certified Resellers
- Listing entry as a Gold Reseller on the Adobe website, reflecting any earned specialisation(s)

On a quarterly basis, the Gold Reseller Product Line Manager and the Adobe Reseller Manager shall discuss and agree a Quarterly Business Plan for the forthcoming fiscal quarter and document such agreement using the Quarterly Business Plan form. By agreeing to the Quarterly Business Plan form, both parties agree to its content.

The Quarterly Business Plan (QBP) form includes the following main sections:

- Market overview. This section includes: a commentary on general business climate, highlights and challenges encountered by Gold Reseller, significant changes to reseller's product portfolio, personnel, etc.
- Business Review for the just completed quarter. This section includes: revenue achieved and growth rates including market growth rates when compared to the previous quarter and to the same quarter in the previous year
- Business Plan for the current quarter. This section includes: revenue goals for the current quarter, critical success factors in achieving revenue objectives and open issues to be addressed in the quarter
- Key projects expected to close during the quarter

- Eligibility to apply for pre-approved strategic partner marketing funds to be utilised for specific marketing and end-user demand activities as agreed with Adobe.
- Marketing plan. This section includes activities planned for the quarter and progress on multi-quarter marketing activities

Platinum Reseller

Platinum Resellers represent the highest accreditation available to resellers of Adobe products. As such they shall meet all of the obligations below, be able and commit to higher revenue objectives, have a history of supplying Adobe products to their customers and will receive additional benefits.

Platinum Resellers will be authorised to purchase directly from Adobe and resell to their customers, software products under the Adobe Cumulative Licensing Program (CLP) together with any other desktop software license products supplied via Adobe's volume license programs, including the Adobe Value Incentive Plan (VIP) programs. Adobe TLP desktop products may be purchased from authorised Adobe distributors if required.

In the event that Platinum Reseller may elect to supply to other resellers Adobe products under the CLP or VIP programs, it shall supply such products only to resellers that have attained a Certified, Gold, or Platinum status in the published Reseller Program. Sale of products under the CLP or VIP programs to any other resellers is specifically prohibited. Platinum Resellers shall obtain confirmation from Adobe, in the manner and according to the procedure defined by Adobe, of the status and level attained by any reseller seeking to purchase Adobe Products under the CLP or VIP programs prior to fulfilling such order.

Requirements to become and retain the status of a Platinum Reseller include:

- Reseller completes offline compliance questionnaire.
- Adobe conducts due diligence compliance onboarding process.
- Adobe evaluates reseller's application and confirms acceptance or denial. Adobe's evaluation includes review of the reseller's compliance questionnaire and confirmation that the reseller meets all of the requirements of the Platinum level.
- Adobe conducts credit evaluation and establishes credit line.
- Meet yearly revenue objectives for the Platinum level which are set at \$2 .0M per annum for Tier 1 countries, \$1M per annum for Tier 2 countries and \$500K per annum for Tier 3 countries. Revenue counted against this objective is the "Qualifying Revenue" as defined above. For the purpose of applying to obtain the Platinum level, Qualifying Revenue for the last four (4) completed quarters can be counted, even if this was generated prior to the launch of this program.
- Meet a minimum percentage mix between licensing products and shrinkwrap products for the Platinum level which are set at 40% minimum of Licensing revenue in Tier 1 countries, 25% in Tier 2 and Tier 3 countries.
- Employ two or more individuals who have attained all of the following certifications:
 - Adobe Certified Sales Professional, Acrobat
 - Adobe Certified Sales Professional, Creative Cloud for Teams
 - Adobe Certified Sales Professional, Volume Licensing
- Employ one or more Adobe Certified Sales Professional(s), Volume Licensing, in addition to the individuals who satisfy the above requirements.
- Have signed the valid Platinum Reseller Agreement.
- Identify and appoint a Product Line Manager with responsibility for Adobe products.
- Provide Adobe with a Quarterly Business Plan (QBP), and attend mandatory Quarterly Business Reviews (QBRs).

In addition to all the benefits provided to Gold Resellers, benefits of the Platinum Reseller level include:

- Ability to purchase CLP, VIP and other desktop license products supplied via Adobe's volume licensing programs directly from Adobe.
- Eligibility to earn the Quarterly Revenue Goals incentive as further defined below
- Eligibility to apply for pre-approved strategic partner marketing funds to be utilised for specific marketing and end-user demand activities as agreed with Adobe.
- Access to content on the partner portal reserved for Platinum Resellers

- Listing entry as a Platinum Reseller, for each registered location, on the Adobe website, reflecting any earned specialisation(s)

Quarterly Revenue Goals

This incentive is calculated as a variable percentage of the VIR Qualifying Revenue, as defined below. In order to qualify for this incentive, Platinum Reseller must agree to reach the revenue goals documented in the Quarterly Business Plan, during the fiscal quarter to which the plan is applicable.

The VIR Qualifying Revenue used to determine whether this criterion is met in each specific quarter, shall be exclusive of tax, shipping and insurance costs, and calculated on the eligible Desktop Products only.

The VIR Qualifying Revenue shall be calculated by adding invoices (for purchases of Adobe products as further described in the qualifying revenue products table below; exclusive of tax, shipping, and insurance costs), that have been paid or that are not more than forty-five (45) days old, and purchases of TLP products (including if applicable upgrade licenses, upgrade plan, and maintenance and support), made from an Adobe authorised distributor in accordance with the qualifying revenue products table below. This shall then be divided by the agreed revenue goal. When determining whether this criterion has been met, Adobe will not consider cancelled orders, credit memos, debit memos or invoices that are overdue for payment .

VIR Qualifying Revenue Products:

Creative Suite Education (Education CLP & TLP Licensing Programs)
Creative Suite (EEA Program) - subject to attaining the Education Specialisation
Creative Suite (Government TLP & CLP Licensing Programs)
VIP - Creative Cloud for Teams Subscription Products
and all other Desktop Products that are not specifically excluded in the EXCLUSIONS section below

Separate incentive programs for VIP may apply and such terms and conditions are communicated and agreed in the quarterly incentive letters between Adobe and qualifying Resellers.

Exclusions:

For the avoidance of doubt revenue derived from Commercial Creative Suite licensing products under the following programs - CLP and TLP programs are specifically excluded from the VIR Qualifying Revenue under this incentive together with non-product revenue (rebates, referral fees, etc), Shrinkwrap desktop products, LiveCycle, Connect, and any other non-Desktop products.

The percentages determined on the basis of the table below shall be applicable to the incremental revenue achievement in each of the bands independently. The percentage applicable to each band shall be applied to all incremental revenue generated between the low point of the band and the high point of the band. No rebate shall be due to Platinum Reseller for revenue below 70% achievement or over 150% achievement. The total amount of rebate due to Platinum Reseller shall be calculated as the sum of the incremental revenue falling within each of the three bands, individually multiplied by the applicable percentages.

	Band Low	Band High	Reward
Band 1	70%	100%	4.0%
Band 2	100%	120%	5.0%
Band 3	120%	150%	6.0%

Example:

Target:	\$1,000,000
Achievement:	\$1,250,000
Revenue available for rebate	\$550,000

Example:

% Rebate paid	Revenue in band	Reward	Estimated payout
70%-100%:	\$300,000	4%	12,000
100%-120%	\$200,000	5%	10,000
120%-150%	\$50,000	6%	3,000
Total	\$550,000		\$25,000

Payment of the reward shall be made by Adobe approximately forty-five (45), days after the end of the quarter to which the rebate is applicable. Platinum Resellers will receive a credit against their account with Adobe.

Non-meeting of a minimum of 50% of the revenue goals for two (2), or more fiscal quarters in any one fiscal year may result in the termination of Platinum Reseller’s entitlement to participate in the Quarterly Revenue Goals incentive for two subsequent Adobe fiscal quarters during the term of the program.

No later than fifteen (15) working days after the beginning of each Adobe fiscal quarter, Adobe shall allocate the quarterly goals to Reseller, which shall be documented in an email to be sent by Adobe to an authorised Reseller representative. Such emails shall be considered as binding and enforceable as if written within the terms of this Program Guide.

Channel Incentive Program (Ad-hoc)

The “Channel Incentive Program” is an 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 qualifying Resellers upon the attainment of prescribed target(s)/goal(s)/objective(s).

- a) The Resellers that will qualify for each Channel Incentive Program shall be determined by Adobe, based upon objective business criteria to be communicated in writing to qualifying Resellers.
- b) 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 a Channel Incentive Program. Adobe, in its sole discretion, may also require Reseller to acknowledge in writing, Reseller’s acceptance of any additional terms and conditions applicable to the Channel Incentive Program.

Partner 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, microsities, content syndication

Once approved funds will expire, without exception, two (2) quarters from their accrual, if not claimed. Funds that have not been claimed or have not been allocated for a specific activity 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 two (2) quarters 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.

Specialisations

Certified, Gold and Platinum Reseller members can qualify to earn Specialisations in the Reseller Program as defined below.

A Specialisation is defined as a specific set of skills, in a particular discipline or vertical market, attained and demonstrated by one or more of reseller employees attending the training course(s) and passing the relevant exam(s) mandated by Adobe to achieve the Specialisation.

Once attained, the Specialisation will remain valid as long as the individual who has attained the specialisation remains in the employment of reseller. Such individual maintains the then mandated level of expertise by attending, within ninety (90) days of its availability, any additional or new mandatory training for the Specialisation and reseller maintains its membership at the Certified, Gold or Platinum level in the Reseller Program. Failure to meet all three requirements will automatically cause Reseller to lose its specialisation without further notice.

The Specialisations currently available to members of the Reseller Program are:

ProVideo:

The objective of Adobe's ProVideo Specialisation is to provide qualified resellers with resources designed to increase sales of specific software products.

An important Adobe set of customers are Video professionals. To that effect, Adobe makes available to resellers who have attained the ProVideo specialisation and who meet and will continue to meet the criteria and requirements below, specific products for resale to such customers and specifically designed resources to assist Resellers in promoting such products in the market.

Purchase of these products by qualified resellers can be effected from an authorised Adobe distributor or directly from Adobe (in the case of Platinum Resellers who have attained this specialisation).

In order to qualify to attain the ProVideo specialisation, a member of the Reseller program must meet the following criteria:

- Reseller must be a Certified or above member in the Reseller Program, in good standing
- Reseller specialises in and has expertise in, the business of value-added sales of professional video equipment and supplies, which can be demonstrated by the following activities which include but are not limited to:
 - Sales of video solutions must constitute at least 30% of the reseller's overall revenue.
 - Reseller must have trained personnel on staff with the ability to demonstrate Adobe software products and has systems suitable for demonstrating Adobe software products.

In addition and on an ongoing basis, Reseller shall meet the following obligations:

- Employ one or more Adobe Certified Sales Professional(s), ProVideo
- Reseller must have ability to conduct end user awareness and demand generation programs such as eSeminars, marketing campaigns (e-mail, web, direct mail, in-store promotions) and participation in industry or Adobe sponsored local shows
- Reseller will allow Adobe, or its authorised representative(s), to train reseller's sales force, either at an on-site training facility or via Adobe Connect web conferencing tool, at least twice per calendar year
- Upon request, provide Adobe with monthly sales-out/POS reporting
- Reseller shall not advertise any Software Products available under this program, that Adobe has announced to have transitioned into an End of Life period, discontinued sale or whose development ended at least two versions prior to the then currently available version of such Software Product
- Submit for Deal Registration, on a weekly basis, all opportunities under quotation exceeding \$10K (RRP), in the format communicated by Adobe, as part of the Deal Registration incentive.
- Use the ProVideo logo according to the then published guidelines and requirements.

A member of the Reseller Program who meets the criteria and obligations above will receive the following benefits, as long as they retain their Specialisation and are members in good standing of the Reseller Program:

- Ability to identify itself as a ProVideo specialised Reseller through the use of the Specialisation logo.
- Eligibility to purchase, from an authorised Adobe Distributor, Adobe Creative Suite and video commercial software products, with targeted pricing available to ProVideo specialised Resellers. Nothing in this section shall be construed so as to prevent qualified resellers from agreeing pricing with its preferred authorised Adobe distributor and/or directly with Adobe as applicable. These products include both boxed and licensing products, as made available by Adobe to resellers having attained the ProVideo Specialisation.
- Access to sales and product training specifically designed for ProVideo specialised resellers
- Access to sales, marketing, product information and selling tools specifically designed for ProVideo specialised resellers
- Invitations to program and product eSeminars specifically designed for ProVideo specialised resellers
- MediaPartner communications, product updates and newsletters.

Education

An important Adobe set of customers are educational establishments and students . To that effect, Adobe makes available to resellers who have attained the Education Specialisation and who meet and will continue to meet the criteria and requirements below, specific products for resale to such educational establishments or students.

Purchase of these products can be effected from an authorised Adobe Education distributor or directly from Adobe (for Platinum Resellers).

In order to qualify to attain the Education Specialisation a member of the Reseller Program must meet the following criteria:

- Be a Certified or above member in the Reseller Program, in good standing
- Have a history of promoting a major software vendor's strategies and products in the Education market, by performing promotional and/or marketing activities. Acceptable evidence would be a minimum of three (3) of the below:
 - Education product catalogue
 - Website promoting education pricing
 - Sponsorship of education events or conferences

- Certificate from 3rd party vendor showing education certification
- Membership in education supplier professional trade associations procurement
- Public sector procurement award (announcement letter)
- Marketing materials demonstrating education product offerings
- 2 Education customer purchase orders / invoices related to software sales
- Submit 1 case study or customer reference letter

For the above, evidence relating to education and/or eligible non-profit organisations will be accepted. All documents submitted as acceptable education evidence must be dated within 3 years prior to the date of submitting the Education Specialisation application.

In addition and on an ongoing basis, Reseller shall meet the following obligations:

- Employ one or more Adobe Certified Sales Professional(s), Education
- Purchase products made available by Adobe, specifically for the Education market, through an authorised Adobe education distributor where available
- Check, according to the guidelines and policies provided by Adobe, that all customers seeking to purchase Education products are in fact eligible according to the then published policy and guidelines set by Adobe
- Have or obtain access to a database, catalogue or directory of eligible education organisations within their chosen target customer group, generally made available by the Education Ministry, one of its agencies or another official body
- Submit for Deal Registration, on a weekly basis, all education opportunities under quotation exceeding \$10k (RRP), or \$5k (RRP) for Education Enterprise Agreement (EAA) opportunities in the format communicated by Adobe as part of Deal Registration
- Maintain for a period of two (2) years, full electronic records of customer purchases for sales of all Education products, making them available to Adobe for inspection/audit upon request
- A member of the Reseller Program who meets the criteria and obligations above will receive the following benefits as long as they retain their Specialisation and are members in good standing of the Reseller Program:
 - Eligibility to purchase CLP, VIP-Education and EEA (Education Enterprise Agreement) from an authorised Adobe Education distributor or directly from Adobe (for Platinum Resellers)
 - Access to content on the partner portal reserved for resellers who have attained the Education Specialisation, with a large range of print and web marketing resources available for download, addressing the following market segments:
 - Schools (K12)
 - Higher Education and the Vocational Sector (Further Education)
 - Students

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 home territory. (VIP may only be sold 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 Platinum Resellers only.

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

1. Current good standing as a Platinum Reseller in the Reseller Program.
2. Have and maintain a regional presence in a minimum of two (2) of Adobe's five (5) regions (North America, Latin America, EMEA [Europe, Middle East, and Africa], Asia Pacific, and Japan.) Regional presence is defined as a physical sales office with a minimum of two (2) full-time staff providing

Adobe sales, licensing, and product support. Reseller or reseller's parent or holding company may satisfy this requirement. (A Platinum Reseller who has a sales presence or local office located in Europe shall be free to distribute Software Products to all countries within Europe without restriction.)

3. Meet an annual Adobe revenue commitment of \$1,000,000 USD, or its equivalent in EURO or other acceptable currency, outside of reseller's home territory as defined in the APC agreement. Reseller or reseller's parent or holding company may satisfy this requirement.
4. Employ a minimum of two (2) staff members at each regional sales office who have completed all of the following sales certification courses
 - Adobe Volume Licensing
 - Acrobat (Level 1)
 - Creative Cloud for Teams
5. Correctly report the Deploy-to and/or Media Ship-to address for all purchases, based on the location in which the customer will use the licenses and/or media.
6. Transact all orders with Adobe in the local currency for each software order, based on the Deploy-to and/or Media Ship-to address.
7. Abide by all worldwide ordering guidelines and policies provided in the Worldwide Ordering Guidelines document and by the Adobe Transfer of License Policy. Reseller must direct customers to the CLP or VIP Program Guide or to Adobe for information on the acceptable use of Adobe licenses on a global basis.
8. Sell to customers outside of their home region only if they meet the definition of a Qualifying Global Customer. A 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 from this program.

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

- Eligibility to purchase CLP and VIP products from the Worldwide CLP 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.

Miscellaneous Obligation

Membership ID

When registering with Adobe, Reseller shall be provided with a Membership ID. This ID must be quoted to Distributor on all orders that Reseller places with Distributor.

Quoting a Membership ID is required in order for Adobe to be able to accurately calculate the amount of revenue generated by each reseller even if this is purchased through multiple Distributors. Resellers who fail to accompany their orders with a valid Membership ID may not be eligible for all the benefits of the program, where these are linked to a minimum revenue achievement and their orders will be rejected if not accompanied by a valid Membership ID.

Adobe also reserves the right to require and cause its Distributors to reject any order or orders that are not accompanied by a valid Membership ID.

Minimum Personnel Requirements

The Minimum Personnel Requirements outlined above are mandatory in order for resellers to obtain and retain membership in the Reseller Program at the corresponding level. Resellers shall meet the above requirements at the time of registration, for the duration of membership in the Reseller Program and on each anniversary in order to be eligible for re-enrolment.

In the event of an Adobe Certified Professional leaving Reseller or Reseller employing additional Adobe Certified Professional(s), Reseller shall immediately notify Adobe via the partner portal of such

change so that internal systems may be updated accordingly. Failure to notify Adobe may result in suspension of the membership and loss of benefits for the level attained, with automatic reversion of Certified, Gold and Platinum Resellers to the highest level for which the requirements are fully met.

Duration of membership

Once achieved, membership for Registered, Certified, Gold and Platinum Resellers remains valid for full twelve (12) months from the enrolment or re-enrolment date. Adobe will contact each reseller thirty (30) days prior to expiration of membership with instructions on how to re-enrol in the Reseller Program. There will be no automatic re-enrolment.

Changing of membership level

At any time, during the validity of membership in the program, Reseller may apply to change its membership to a higher level in the program. Upon such request and following meeting of all relevant obligations for the desired level, Reseller shall be entitled to enrol at the higher membership level, subject to compliance with the minimum requirements and obligations.

Enrolment at the higher membership level will then continue until the natural expiration of the membership period, based on the original enrolment or re-enrolment and will not reset the termination date of the membership.

Should a reseller at renewal time or any other time not meet the criteria (according to the provisions of this program description), for the level that they are currently at in the program, Adobe shall move Reseller to the highest level for which all criteria are met.

Multiple locations

Regardless of the level that Reseller wishes to eventually attain, all Resellers must first register at the Registered level. At this level, it is possible for Resellers to register separate locations as individual Registered Resellers and receive individual Membership IDs. Although Adobe systems may flag potential duplicate records, in case the same location is registered twice or more times, this flag will not stop the registration process and a separate Membership ID will be created for all registrations.

As it is mandatory for all Resellers at the Certified and above level to have only one Parent Membership ID in each country, a merging or roll-up of multiple locations (records), at the Registered level shall be performed at the time that a Certified or above status is applied for by one of the Registered Resellers.

If two or more registrations are in existence, where there is an exact match of the following details, these registrations shall be merged as described below. Details that must match are:

- Company name
- Address, including street and number, city and country
- eMail domain

A merger of the registrations will involve the following steps:

- The location (record), of the Registered member requesting a Certified level shall be retained
- All other locations shall be deemed inactive and their membership status will be set to "Terminated"
- All contacts associated with inactive locations shall be moved to the Certified Reseller record
- Inactive Membership IDs will no longer be allowed to place orders

If two or more registrations are in existence where only the Company name, Country and email domain match, these registrations shall be rolled-up as described below:

- The location (record), of the Registered member requesting a Certified level shall be retained (Primary). This location shall be assigned a Parent Membership ID
- All other locations shall be maintained active but shall be Secondary locations of the Primary. These locations will retain their original Membership IDs
- All locations (Primary and Secondary), shall share the same Certified level, Specialisations and Parent Membership ID
- The Reseller location marked as the Primary location shall be liable to pay any additional Adobe Sales Centre access fees for itself and for any Secondary locations

- Secondary locations may nonetheless order additional Adobe Sales Centre accesses independently of the Primary location
- A notification will be sent to all locations of their new Parent Membership ID and new level
- The contacts in the Primary location shall be able to view all details of all locations (Primary and Secondary), while each of the contacts associated with Secondary locations shall be able to see only details of their Secondary location
- All locations (Primary and Secondary), shall be eligible to place orders using the same Parent Membership ID or Membership ID

Upon a special request by the Primary location, it is possible to exclude, from the roll-up and relative charging of fees for Secondary locations, one or more of the perspective Secondary locations.

Please contact Adobe at the time of the roll-up to request that one or more of the perspective Secondary locations be declared inactive.

Value Incentive Plan (VIP) purchasing

Platinum Resellers shall be entitled to distribute the VIP Program as further described herein. "VIP" or "VIP Program" means the Adobe Value Incentive Plan (or successor program thereto), as described in the Program Guide and/or on Adobe's Volume Licensing website located at <http://www.adobe.com/aboutadobe/volumelicensing/> or successor site. "VIP Product" means the Software Products licensed under the VIP Program, and designated as such on the License Fee List. For the avoidance of doubt, the rights and obligations of Platinum Reseller in the Reseller Program Agreement, as amended, which are applicable to CLP and EA Products, shall also apply to VIP Products if ordered by Platinum Reseller. Notwithstanding the forgoing, payment for VIP Products shall be net 35 days.

Deal Registration

a. Introduction

Deal Registration is an incentive designed to reward Adobe resellers for generating demand for Adobe products. Resellers are a key component in generating demand for Adobe products, by competently presenting them to their customers, explaining their features and benefits and supporting customers in the sales cycle that goes from first evaluation to purchase.

Customers that are competently supported by Adobe resellers, in their evaluation of Adobe products, are more likely to select and potentially standardise on an Adobe solution to their business challenges.

Adobe recognises that resellers, who engage in providing trusted advice to customers, cannot rely exclusively on the possibility of fulfilling the eventual customer demand for product to cover their investment in providing competent services during the product evaluation phase. This is particularly true in highly competitive environments, where customers, following a detailed evaluation and a favourable decision towards Adobe products, have ample choice of Adobe resellers from which to purchase.

In order to preserve customer choice in their selection of the reseller(s) from which to source products and at the same time fairly compensate competent and committed resellers, for the investment made in the presales effort, Adobe wishes to recognise and reward the activities that lead customers to evaluating and eventually adopting an Adobe solution.

Such recognition will be in the form of a reward that will be paid by Adobe (or by a third party authorised by Adobe) to the reseller that originally acted as advising reseller to the end user, once the end user has effected a purchase with Adobe or a channel partner of its choice.

This section outlines the policies and procedures of Deal Registration. The incentive shall be governed by the terms and conditions contained herein, which supersede any terms and conditions contained in any previous versions of this document or in any other program document.

Adobe reserves the right to change any of the provisions of Deal Registration at any time, with thirty (30) days notice, which may be posted to Adobe's online channel sales portal at <http://partners.adobe.com> or other similar partner communication web sites, 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 thirty (30) days from the date of posting of such announcement.

b. Eligibility

All members of the Reseller Program of Certified, Gold or Platinum level, who are current and up to date with all the requirements for their membership level, as outlined above, are eligible to participate in and benefit from Deal Registration.

In the event a reseller loses its status in the Reseller Program, such reseller shall have thirty (30) days from the date of the loss of status, to submit any outstanding claim with respect to Deal Registration. After such period all opportunities and/or claims shall be deemed expired and the reseller shall no longer be eligible for the relative reward.

c. Incentive description

Eligible resellers can earn a monetary reward for forecasted and validated purchases of Adobe products. Once the forecasted sale closes (i.e. the customer product purchase occurs), the reseller that originally forecasted the opportunity and whose submission was validated by Adobe, shall earn the reward, regardless of which reseller finally fulfilled the sale.

In order to qualify for Deal Registration, the reseller must demonstrate having acted as the advising reseller to the customer, through value adding selling activities. Value adding selling activities are defined as a combination of:

- Identifying sales opportunities for Adobe products with new and existing customers
- Helping customers understand the features and benefits of Adobe products
- Understanding customer's business issues and illustrating how Adobe products can address them
- Where appropriate, collaborating with Adobe sales personnel in account planning activities
- Delivering presentations, demos and proofs of concept to prospective customers

All Adobe Desktop Products are eligible for deal registration, with the exception of VIP renewals, commercial Creative Suite products sold through the TLP & CLP licensing programs. All education and government Adobe Desktop Products are eligible for deal registration. Creative Suite 6 products are ineligible for commercial deal registration which include: Adobe InCopy CS6, Adobe Prelude CS6, Adobe Premiere Pro CS6, Adobe SpeedGrade CS6, After Effects CS6, Audition CS6, CS6 Adobe Design Standard, CS6 Design and Web Premium, CS6 Master Collection, CS6 Production Premium, Dreamweaver CS6, Fireworks CS6, Flash Builder Premium, Flash Pro CS6, Illustrator CS6, InDesign CS6, InDesign Server CS6, Photoshop CS6, Photoshop Extended CS6

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

Only purchases effected by an end user customer independent to the advising reseller and the fulfilling reseller shall be eligible for Deal Registration. Under no circumstance will purchases made for internal use by an Adobe channel member, including a reseller, be eligible to qualify for a reward under this incentive.

In the event a purchase order received by Adobe includes both qualifying and non-qualifying revenue, only the qualifying revenue amount shall be used to calculate the value of the order that will determine the applicable reward percentage and the value of the reward.

d. Reward levels

For Certified and Gold Resellers:

The amount of reward for each order shall be calculated by multiplying the RRP (recommended retail price), equivalent of the qualifying revenue by the applicable Deal Registration percentage, determined by the value of such RRP equivalent of the qualifying revenue as outlined below:

Partners located in Europe

Mix and Match Perpetual & New VIP Subscription Products			Reward	Reward
USD	GBP	EURO	Perpetual	CCT
<\$10,000	<£7,000	< €8,000	0%	0%
\$10,000 - \$1M	£7,000 - £700,000	€8,000 - €800,000	7%	20%

Partners located outside of Europe

Mix and Match Perpetual & New VIP Subscription Products	Reward	Reward
USD	Perpetual	CCT
<\$5,000	0%	0%
\$5,000 - \$99,000	7%	20%
\$100,000 - \$1M	14%	20%

For orders containing New Creative Cloud for Teams and perpetual products

Partners located in Europe - For orders containing a mix of new VIP subscription and perpetual products "Mix and Match", the applicable thresholds shall be set based on the thresholds for perpetual products. The applicable Deal Registration payout percentage shall be 7% for qualifying perpetual revenue and 20% for qualifying subscription revenue. Commercial Creative Suite products that are ineligible for deal registration payout may be included for the purposes of meeting the minimum threshold. However, deal registration rebates will be paid only on the portion of the deal represented by Eligible Adobe Desktop Products.

Partners located outside of Europe - For orders containing a mix of new VIP subscription and perpetual products "Mix and Match", the applicable thresholds shall be set based on the thresholds for perpetual products. The applicable Deal Registration payout percentage shall be 7% for qualifying perpetual revenue from \$5,000 - \$99,000, 14% for qualifying perpetual revenue over \$100,000 - \$1M and 20% for qualifying subscription revenue. Commercial Creative Suite products that are ineligible for deal registration payout may be included for the purposes of meeting the minimum threshold. However, deal registration rebates will be paid only on the portion of the deal represented by Eligible Adobe Desktop Products.

*** The minimum Deal Registration threshold for Education Enterprise Agreement (EEA) opportunities are:**

Education Enterprise Agreement (EEA) opportunities - minimum threshold		
USD	GBP	EUR
>\$5,000	>£3,500	>€4,000

For Platinum Resellers:

The amount of reward for each order shall be calculated by multiplying the value to Adobe of such order by the applicable Deal Registration percentage, as outlined below.

Partners located in Europe

Mix and Match Perpetual & New VIP Subscription Products			Reward	Reward
USD	GBP	EURO	Perpetual	CCT
<\$10,000	<£7,000	< €8,000	0%	0%
\$10,000 - \$1M	£7,000 - £700,000	€8,000 - €800,000	7%	20%

Partners located outside of Europe

Mix and Match Perpetual & New VIP Subscription Products	Reward	Reward
USD	Perpetual	CCT
<\$5,000	0%	0%
\$5,000 - \$99,000	7%	20%
\$100,000 - \$1M	14%	20%

For orders containing New Creative Cloud for Teams and perpetual products

Commercial Creative Suite products that are ineligible for deal registration payout may be included for the purposes of meeting the minimum threshold. However, deal registration rebates will be paid only on the portion of the deal represented by Eligible Adobe Desktop Products.

Partners located in Europe - For orders containing a mix of new Creative Cloud for Teams and perpetual products "Mix and Match", the applicable thresholds shall be set based on the thresholds for perpetual products. The applicable Deal Registration payout percentage shall be 7% for qualifying perpetual revenue and 20% for qualifying Creative Cloud for Teams revenue. Commercial Creative Suite products that are ineligible for deal registration payout may be included for the purposes of meeting the minimum threshold. However, deal registration rebates will be paid only on the portion of the deal represented by Eligible Adobe Desktop Products.

Partners located outside of Europe - For orders containing a mix of new Creative Cloud for Teams and perpetual products "Mix and Match", the applicable thresholds shall be set based on the thresholds for perpetual products. The applicable Deal Registration payout percentage shall be 7% for qualifying perpetual revenue from \$5,000 - \$99,000, 14% for qualifying perpetual revenue over \$100,000 - \$1M and 20% for qualifying Creative Cloud for Teams revenue. Commercial Creative Suite products that are ineligible for deal registration payout may be included for the purposes of meeting the minimum threshold. However, deal registration rebates will be paid only on the portion of the deal represented by Eligible Adobe Desktop Products.

*** The minimum Deal Registration threshold for Education Enterprise Agreement (EEA) opportunities are:**

Education Enterprise Agreement (EEA) opportunities - minimum threshold		
USD	GBP	EUR
>\$5,000	>£3,500	>€4,000

For orders containing only New Subscription products

For new VIP-only opportunities, a 5-unit minimum deal size is required. The 5-unit minimum threshold and >20 unit deals can be achieved with either full year or pro-rated Creative Cloud for Teams SKUs available through VIP only.

Licensing Program	Payout per deal	Deal characteristics & criteria	Additional qualification criteria
VIP	20% reward	>5 unit deal; full year or any pro-rated duration. New subscriptions only; renewals are not eligible. All Creative Cloud for teams SKU's. Available in all vertical markets	Available only in countries where VIP is available. Reference the document "VIP Authorised Countries" available on http://www.adobe.com/partners .
VIP	30% reward	>20 unit deal; full year or any pro-rated duration. New subscriptions only; renewals are not eligible. All Creative Cloud for teams SKU's. Available in all vertical markets.	Available only in countries where VIP is available. Reference the document "VIP Authorised Countries" available on http://www.adobe.com/partners .

e. Forecasting an opportunity

In order for an opportunity to become eligible for Deal Registration, the following must occur in this order:

- Reseller must login on the Adobe Sales Centre, follow the links provided, and submit all required information for the opportunity that they wish to register for Deal Registration. Detailed instructions on how to register an opportunity can be found in the Adobe Partner Connection Reseller Program Quick Start Guide.
- Registration of an opportunity shall be immediately notified to the appropriate Adobe sales professional, who shall review the information provided by Reseller for the opportunity being registered and validate its eligibility for reward under this incentive. The Adobe sales professional shall validate only one opportunity for each purchase. Forecasted opportunities expire six (6) months after their original submission and can be extended for a further sixty (60) days, in case the opportunity has not closed at the date of expiration.
- In the event that two or more resellers submit a forecast for the same opportunity, the appropriate Adobe sales professional shall determine, based upon the timeliness of the forecast, completeness and accuracy of the submission and eventually following a conversation with the resellers and/or the customer, which forecasted opportunity to validate for reward under this incentive. All decisions are final and are at the sole discretion of Adobe.
- Adobe shall not be responsible for any late, inaccurate or otherwise incomplete opportunity registration by Reseller.

f. 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:

- 1) 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.
- 2) The opportunity record has not been updated for more than 90 days.
- 3) 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, or where there is clear evidence that another reseller has demonstrated active selling within the same account. In the event that two or more deal registrations get approved for the same end user by different resellers, and both parties claim and have proof of Active Selling, the deal registration gets awarded to the reseller that inputs the customer purchase order first.
- 4) The application is accepted after the expiration or termination of the reseller agreement with Adobe and any of its addenda.
- 5) The partner is in material breach of their reseller agreement with Adobe or any of its addenda.

- 6) Partner was unable to produce sufficient proof of Active Selling to the satisfaction of Adobe.
- 7) The customer has notified Adobe in writing that the partner is unwilling or unable to adequately support the opportunity and no longer desires to work with the partner.
- 8) The partner has notified Adobe in writing that they are unable or unwilling to support the customer opportunity, yet has not voluntarily cancelled their registration.
- 9) It comes to Adobe's attention that the partner has failed to actively promote Adobe within the opportunity.

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

g. Claiming a reward

Reseller must submit a claim for a purchase order within sixty (60) calendar days from the date the order is submitted to Adobe. If Reseller does not claim the reward within sixty (60) calendar days from the date that the order is submitted to Adobe, it relinquishes all rights to the reward under this incentive.

Reward is paid to Reseller once Reseller submits the Sales Order Number into the originally submitted Deal Registration opportunity and Adobe matches the number and validates that all Program requirements have been met.

The Sales Order Number will be known to Reseller when Reseller is also the fulfilment Reseller for the order, in case the order is fulfilled by a third party, Reseller should obtain the Sales Order Number from the end user that placed the order that Reseller is claiming a reward for.

In order to claim a reward reseller must claim the rebate by doing the following:

- Open the approved Deal Registration opportunity.
- Update the status to "Closed-Booked" with the appropriate Reason Code.
- Enter the Sales Order Number in the payout section (do not enter the VIP membership ID if it is a Creative Cloud opportunity).

Payment of the reward shall be made by Adobe approximately forty-five (45) days after the end of the month in which the rebate was claimed.

Platinum Resellers will receive a credit against their account with Adobe. Certified and Gold Resellers will receive a check or wire transfer.

Conclusion

The Reseller Program is designed to meet, with a single, integrated program the needs of Adobe resellers. It provides benefits that are exciting and tangible and proportional to the level of expertise and commitment attained by resellers and it provides a simple and easy to understand framework for customers to identify and select the most appropriate reseller to meet their needs.

The requirements of the program have been selected to ensure that all members represent Adobe and its technologies in the best way, to foster customer satisfaction and aims to provide resellers with benefits that will make them more successful in their business strategies.

