



## ADOBE ACCREDITED AND RAPID DEPLOYMENT PARTNER SOLUTIONS PROGRAM TERMS

Last updated March 21, 2025.

This Adobe Accredited and Rapid Deployment Partner Solutions Program Agreement (this “Agreement”), along with the Adobe Digital Experience Partner Program Agreement (the “**Program Agreement**”), which is incorporated herein by reference (collectively, this Agreement and the Program Agreement, the “**Terms**”) is entered into between Adobe Inc., a Delaware corporation having a place of business at 345 Park Avenue, San Jose, CA 95110-2704 (“**Adobe Inc.**”) if Applicant (as defined below) is in the United States, Canada or Mexico, and, if otherwise, Adobe Systems Software Ireland Limited, a company incorporated in Ireland and having a place of business at 4-6 Riverwalk, Citywest Business Campus, Saggart, Dublin 24, Ireland (“**Adobe Ireland**”) (both individually in their territories and collectively referred to as “**Adobe**”), and the entity applying to be a member of the Adobe Adobe Accredited and Rapid Deployment Partner Solutions Program (“**Applicant**”).

Applicant desires to join the Adobe Accredited and Rapid Deployment Partner Solutions Program (the “**Partner Solutions Program**”) pursuant to the conditions of these Terms.

### 1. Applicant Obligations

#### 1.1 Partner Solutions Program Requirements.

(a) **Adobe Rapid Deployment Partner Solution.** In order to have an eligible Adobe Rapid Deployment Partner Solution, Applicant must (i) be a Solution Partner Program Partner at the Bronze, Silver, Gold, or Platinum level and (ii) agree to comply with (1) all then current Partner Solutions Program requirements contained in these Terms and (2) the requirements on the Partner Portal ((1) and (2) collectively, the “**Program Requirements**”).

(b) **Adobe Accredited Partner Solution.** In order to have an eligible Adobe Accredited Partner Solution, Applicant must (i) be a Solution Partner Program Partner at the Silver, Gold, or Platinum level and (ii) agree to comply with all then current Program Requirements.

1.2 **License.** Applicant hereby grants to Adobe a worldwide, non-exclusive, royalty free, license to use, copy, display, perform, and transmit Applicant’s marks and logos, solely for the purposes of promoting the Partner Solutions Program at Adobe’s sole discretion. All press releases, publicity, marketing or sales materials, or other materials developed by or on behalf of either party that refer to these Terms or the relationship between the parties established by these Terms, or otherwise use the name or trademark of the other party, shall be subject to prior review and written approval by the other party. Notwithstanding the foregoing, either party may include factual descriptions of the relationship between the parties in presentations without the other party’s consent and Adobe may publish Applicant’s name as a member of the Partner Solutions Program or any applicable component thereof without Applicant’s consent.

1.3 **Responsible Use.** The Adobe communities consist of users who expect a certain degree of courtesy and professionalism. Applicant must provide Applicant’s solutions and services and use Adobe’s products responsibly.

1.4 **Misuse.** Applicant must not misuse the Adobe products. For example, Applicant must not:

- (a) copy, modify, host, stream, sublicense, or resell the Adobe products;
- (b) use the Adobe products to construct any kind of database;
- (c) access or attempt to access the Adobe products by any means other than the interface we provide or authorize;
- (d) circumvent any access or use restrictions put into place to prevent certain uses of the Adobe products;
- (e) impersonate any person or entity, or falsely state or otherwise misrepresent Applicant’s affiliation with a person or entity;
- (f) attempt to disable, impair, or destroy the Adobe products;

**2. Partner Solutions Program Benefits.** As a member of the Partner Solutions Program and subject to Applicant's compliance with these Terms, Applicant is entitled to the applicable benefits ("**Benefit**") that its solution is eligible for under the Partner Solutions Program. The Partner Solutions Program may vary from region to region and Applicant understands that Adobe has no obligation to extend Benefits in one region to other territories or regions. Adobe is not required to provide any Benefit if it relates to questions or problems arising out of Applicant's negligence, misuse, or modification of the Partner Solutions Program or any Adobe products. An applicant may extend its Benefits to an Applicant Affiliate, where Applicant's Affiliate is a member of the Adobe Solution Partner Program and where Applicant's Affiliate agrees to these Terms. ("Affiliate" means for Applicant, any other entity that controls is controlled by, or under common control with, the Applicant. For this definition, the term "control" means the direct or indirect power to direct the affairs of the other entity through at least 50% of the shares, voting rights, participation, or economic interest in this entity.) All Benefits are subject to termination or modification without notice. Applicant agrees that the Adobe Solution Partner Program may keep Applicant informed with personalized emails about the Partner Solutions Program.

**3. Applicant's Indemnification Obligations.**

- 3.1 **Indemnification.** Applicant will indemnify, hold harmless, and defend Adobe, its officers, directors, and employees from and against all liabilities, damages, losses, costs and expenses (including, but not limited to, reasonable attorney's fees) arising out of or related to:
- (a) a third-party claim to the extent the claim alleges (i) that Applicant's solution infringes the third-party's patent, copyright, or trademark; or (ii) that Applicant misappropriated the third-party's trade secret;
  - (b) a claim alleging Applicant's solution caused liability, loss, damage, costs, or expenses;
  - (c) Applicant's misrepresentation of Adobe products; and
  - (d) Applicant's violation of these Terms.

**4. Term and Termination.** Subject to Applicant's compliance with these Terms, Applicant's participation in the Partner Solutions Program is valid for one year from the date of approval or as long as Applicant's solution continues to be approved by Adobe, subject to Applicant remaining in good standing with the Partner Solutions Program and these Terms. If Applicant does not meet the requirements to extend these Terms, then Applicant must retire the Partner Solutions Program badge immediately. If at any point Applicant is not in compliance with these Terms, Adobe may terminate the Terms with written notice to Applicant at any time. Termination will be effective immediately. Upon such termination, Applicant's Benefits under these Terms shall immediately cease. The following Sections of these Terms shall survive any termination or expiration of these Terms: Sections 1.4, 3, 4, and 5.

**5. Limitation of Warranties and Liability.** THE PARTNER SOLUTIONS PROGRAM IS PROVIDED BY ADOBE ON AN "AS IS" BASIS. NEITHER PARTY WILL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, MORAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES; LOSS OF PROFITS, LOSS OF REPUTATION, USE OR REVENUE; LOSS OR CORRUPTION OF DATA; OR INTERRUPTION OF BUSINESS. ADOBE DOES NOT WARRANT THAT APPLICANT WILL RECEIVE ANY ORDERS, SUBSCRIPTIONS, OR REVENUE DUE TO APPLICANT'S INCLUSION IN THE PROGRAM. THE LIMITATIONS OF LIABILITY ABOVE SHALL NOT APPLY TO: (I) INDEMNIFICATION OBLIGATIONS UNDER THESE TERMS, (II) A BREACH BY A PARTY OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THESE TERMS, OR (III) ANY DAMAGES THAT CANNOT BE LIMITED BY LAW.