



ADOBE SOLUTION PARTNER PROGRAM AGREEMENT

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THE MANDATORY CLASS ACTION WAIVER IN SECTION 10 BELOW GOVERNS THE RESOLUTION OF DISPUTES. PLEASE READ IT CAREFULLY. IF YOU DO NOT AGREE WITH THE CLASS ACTION WAIVER IN THE TERMS, PLEASE DO NOT JOIN THE SOLUTION PARTNER PROGRAM (the “**PROGRAM**”).

This Adobe Solution Partner Program Agreement (“**Agreement**”) 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 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**” with Adobe Inc. both individually in their territories and collectively referred to as “**Adobe**”), and the entity applying to be a member of the Program (“**Applicant**”). As used herein, unless otherwise specified, the terms “**you**” and “**your**” shall refer to the Applicant.

Applicant desires to join the Program pursuant to the conditions of this Agreement.

1. Program Benefits. As a member of the Program, Applicant will meet all relevant Program requirements and will be entitled to the benefits (“**Benefit**”) that Applicant is eligible for in each case under (a) the then current Adobe Solution Partner Program Guide that is available on the Partner Portal (the “**Program Guide**”); and (b) for Deal Registration Benefits only, the then current Adobe Deal Registration Guidelines that are available on the Partner Portal (“**Benefits Guidelines**”). The Program may vary from region to region, and you understand 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 your negligence, misuse, or

modification of the Program or any Adobe products and services. All Benefits are subject to termination or modification without notice. The Benefits include the necessary receipt of personalized email messages from the Adobe family of companies to keep you informed about the Program. See our [Privacy Policy](#) for more details. As an individual associated with the Applicant, you consent to receive these email communications. You may elect to opt-out at any time by contacting Adobe directly. Unsubscribing from these email communications may impact your eligibility for certain Benefits under the Program or result in your termination from the Program.

2. Applicant Obligations

2.1. No Preference. You may not make any specific representations that Adobe recommends your software or any of your services over any other except to note your inclusion in the Program. This Agreement does not constitute and will not be construed as constituting an endorsement, certification, partnership or joint venture between Adobe and you. Neither party shall state or imply any such relationship, and neither party shall have any right to obligate or bind the other party in any manner whatsoever. Nothing contained herein shall give, or is intended to give, any rights of any kind to any third parties.

2.2. Adobe Trademarks. Your use of Adobe trademarks and logos must comply with Adobe's trademark usage guidelines posted on Adobe's website, as may be amended from time to time.

2.3. Applicant Personal Information; Feedback. As an individual associated with the Applicant, you understand that Adobe may collect information that identifies you such as your name and email address and record of certifications or trainings in the Program, and that Adobe may share this information with the Applicant with which you are associated, for the purpose of the Applicant's participation in the Program. Except as provided for herein, the Adobe [Privacy Policy](http://www.adobe.com/go/privacy) at <http://www.adobe.com/go/privacy> is incorporated into this Agreement by reference and governs any personal information you provide to us. Any feedback, suggestions and ideas ("**Feedback**") that you provide to Adobe will be treated by Adobe as non-confidential, and Adobe may, in its sole discretion, use the Feedback you provide to Adobe in any way, including in future modifications of the Program, its software, services, multimedia works and/or

advertising and promotional materials. You hereby grant Adobe a perpetual, worldwide, fully transferable, irrevocable, royalty free license to use, reproduce, modify, create derivative works from, distribute and display the Feedback in any manner and for any purpose. If you deliver any services to one or more of your customers as a result of a referral by Adobe, you will allow Adobe to survey and provide reasonable assistance to Adobe in surveying such customers to measure such customers' satisfaction with the services performed.

2.4. License. You hereby grant to Adobe a worldwide, non-exclusive, royalty free, license to copy, display, perform, and transmit your marks and logos, solely for the purposes of promoting the Program at Adobe's sole discretion.

2.5 Non-Production Software Terms of Use. Adobe may provide you with access to certain Adobe products and services in connection with your participation in the Program ("**Non-Production Software**"). You understand that any use of Non-Production Software will be pursuant to the Non-Production Terms of Use available at: https://solutionpartners.adobe.com/content/dam/spp_assets/public/public_2/nonproduction_terms_of_use.pdf. You understand that Adobe may impose additional restrictions on your use of such Non-Production Software in the future and may revoke your ability to use Non-Production Software at any time in its sole discretion. Any use of Adobe products and services beyond what is permitted pursuant to this section will be pursuant to a separate agreement between the parties.

2.6 Compliance with Laws. You will comply with all applicable laws and regulations in performing your obligations under this Agreement, including any laws and regulations containing disclosure obligations relating to your status as a participant in the Program. In collecting, processing, recording, storing, registering, disclosing, transferring and using data (including personal information) and in maintaining records, you will comply fully with any applicable privacy protection regulations, data protection regulations and other applicable laws, and will only do so, directly or indirectly, if required to perform your obligations under this Agreement, and in accordance with (a) applicable local and international privacy and data protection laws and regulations, and (b) the [Adobe Privacy Policy](http://www.adobe.com/misc/privacy.html) (available at <http://www.adobe.com/misc/privacy.html>).

2.7 Non-exclusivity. Each party at all times remains free to decline a specific opportunity at its sole discretion and may work with other product or services providers. Nothing in this Agreement shall be construed as creating any type of exclusive

relationship among the parties. Adobe reserves the right to independently market Adobe products and services to any and all customers and potential customers worldwide.

2.8 Business Conduct. You will conduct your activities in an ethical manner and in a way that reflects favorably on yourself and Adobe. You will at all times comply with the principles outlined in the Adobe Business Partner Code of Conduct set forth at http://www.adobe.com/corporateresponsibility/pdfs/adobe_business_partner_code_of_conduct.pdf (or successor website thereto).

2.9 Sharing of Customer Information for Collaborative Activities. The parties may share mutually agreed personally identifiable information of customers and other customer data (collectively, "Customer Information") with each other in connection with mutually agreed collaborative activities under this Agreement (i.e., co-selling activities), subject to the disclosing party's compliance with its privacy policies and any relevant agreements between the disclosing party and its customer.

The party receiving such Customer Information may use the Customer Information provided to it by the other party only (i) in accordance with the purpose for which it was provided; and (ii) in compliance with any additional terms and conditions that may apply to the sharing and use of particular Customer Information, including applicable data security requirements, (e.g., such additional terms and conditions may be included as part of a Product Migration and Integration Plan, Go-To-Market Plan, Joint Sales Plan, Ecosystem Contribution and Participation Plan, or a separate written agreement signed by the parties).

Each party will maintain and comply with its own privacy policy regarding the collection, storage and transfer of its Customer Information. Neither party may use any Customer Information that is provided to it by the other party for any purpose other than as described in this Agreement. Neither party is obligated to or will share data if the disclosure of such data would be in violation of the disclosing party's own privacy policy.

3. Proprietary Rights. All materials provided or made accessible to you by Adobe in connection with this Agreement, any and all derivatives of such materials, and all related intellectual property rights in the foregoing (collectively, the "**Adobe Property**") are and will remain the sole and exclusive property of Adobe, its licensors and/or suppliers (as applicable) and shall be returned to Adobe promptly at Adobe's request, together with any copies thereof. Except for the express limited rights granted under

this Agreement, no right, title or interest in or to any of the Adobe Property is granted, transferred or otherwise provided by this Agreement. Adobe and its licensors and/or suppliers reserves all rights not expressly granted to Partner.

4. Confidential Information. You agree that this Agreement, the Program Guide, any Benefits Guidelines and any related discussions with Adobe are confidential and proprietary information of Adobe (“**Confidential Information**”). Confidential Information does not include information (i) that is or becomes public knowledge or is received by you without any breach of any confidentiality obligation; (ii) that you can document was independently developed by you without use or access to the Confidential Information; or (iii) that you can document was previously known to you prior to receipt of the Confidential Information. You agree to (i) use the Confidential Information only in connection with fulfilling your rights and obligations under this Agreement; (ii) hold the Confidential Information in strict confidence and exercise due care with respect to its handling and protection, consistent with your protection of your own confidential information but not less than reasonable care, (iii) not publish or disclose the Confidential Information except for disclosures to employees and subcontractors who have a bona fide need to know the Confidential Information. You agree that any unauthorized disclosure of the Confidential Information would cause irreparable harm to Adobe, and that in the event of any breach or threatened breach of the above confidentiality obligations, Adobe shall be entitled to obtain equitable relief in addition to any other remedy.

5. Partner shall pay all applicable fees, if any, in accordance with the payment terms contained in the Program Guide. All fees are non-refundable.

6. Term and Termination. Your rights under this Agreement may be terminated by Adobe at any time with or without cause. You may terminate this Agreement for any reason at any time. Upon such termination, your benefits under this Agreement shall immediately cease. The following Sections of this Agreement shall survive any termination or expiration of this Agreement: Sections 2.1, 2.3, 2.6, 2.7, 3, 4, 6, 7, 8, 9, 10 and 11.

7. Indemnification. You will indemnify, hold harmless, and defend Adobe, its officers,

directors, and employees from and against any and all liabilities, damages, losses, costs and expenses (including but not limited to reasonable attorney's fees) arising out of your participation in the Program provided that Adobe promptly notifies you of the claim from any third party.

8. Limitation of Warranties and Liability. THE PROGRAM AND ANY NON-PRODUCTION SOFTWARE PROVIDED IN CONNECTION WITH THE 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 YOU WILL RECEIVE ANY ORDERS, SUBSCRIPTIONS, OR REVENUE DUE TO YOUR INCLUSION IN THE PROGRAM. THE LIMITATIONS OF LIABILITY ABOVE SHALL NOT APPLY TO: (I) INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, (II) A BREACH BY A PARTY OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, OR (III) ANY DAMAGES THAT CANNOT BE LIMITED BY LAW.

9. Publicity. All press releases, publicity, marketing or sales materials, or other materials developed by or on behalf of either party that refer to this Agreement or the relationship between the parties established by this Agreement, 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 consent and you consent to publication of your name by Adobe as a member of the Program or any applicable component thereof.

10. No Class Actions. You may only resolve disputes with us on an individual basis, and you may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action.

11. Miscellaneous.

You may not assign this Agreement or any rights or obligations hereunder, without prior

written consent of Adobe. Any attempted assignment without such prior written consent shall be void. Adobe may assign this Agreement upon prior written notice to You. This Agreement, the Program Guide and Benefits Guidelines set forth the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes any and all prior proposals, agreements, understandings and contemporaneous discussions, whether oral or written, between the parties with respect to the subject matter of this Agreement. No waivers of or exceptions to any provision of this Agreement, the Program Guide, or Benefits Guidelines, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such provision. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles and the parties hereby submit and consent to the exclusive jurisdiction of any state or federal court located within the county of Santa Clara, state of California. If any term of this Agreement is held invalid or unenforceable for any reason, the remainder of the Agreement will continue in full force and effect. Any notice given under this Agreement must be in writing by email to Adobe at ContractNotifications@adobe.com and to Applicant at the email address on file with Adobe.

BY CLICKING "REGISTER" BELOW, YOU WARRANT THAT YOU ARE AUTHORIZED TO BIND YOUR ORGANIZATION OR LEGAL ENTITY. YOU FURTHER AGREE TO ALL OF THE TERMS OF THIS AGREEMENT.