

Additional Terms and Conditions for Adobe Products

The following additional terms and conditions, as well as any schedules thereto (collectively the “**Terms**”) of Ingram Micro Distribution GmbH or its applicable affiliate (“**Ingram Micro**”) apply to the resellers’, other customers’ or end users’, as applicable, (“**Reseller**”, “**You**” or “**Your**”) purchase of Adobe Systems Software Ireland Limited’s (“**Vendor**” or “**Adobe**”) software products, services and documentation (“**Products**”) and to the use of such Products by You.

1. You hereby acknowledge that You: (a) are authorised under the Adobe Partner Connection Reseller Program or (b) are End User who has been identified as member or customer under the CLP, VIP, EA and/or TLP agreements, or End User (as defined below) who is otherwise eligible to purchase Adobe Software Products under the Authorised Programs. In the case of You no longer being in good standing in the Adobe Partner Connection Reseller Program, Ingram Micro shall be entitled to cease supplying Products pursuant to these Terms or any other agreement in place between You and Ingram Micro (“**Agreement**”) to You as of the effective date of Your termination as set forth in the written notice from Adobe to Ingram Micro. In the case of removal of a Program Member (as defined below), Ingram Micro shall be entitled to cease supplying Products to You in so far You are supplying that Program Member as of the effective date of termination as set forth in the written notice from Adobe to Ingram Micro. For the purposes of these Terms, “End User” means a licensee of Software Products (where “Software” or “Software Products” means copies of Adobe proprietary software in object code form and the Documentation supplied to Distributor as shrink-wrap or TLP or CLP or EA, Products for the categories of Adobe Software listed in the License Fee Lists that are supplied by Adobe to Distributor pursuant to this Agreement. Software shall include, shrinkwrap, TLP Products, CLP and EA Products, End of Life Software, Upgrade Products, Unsaleable Software and Media) who acquires such products for its own use rather than distribution and shall exclude resellers, VARs, OEMs, third party vendors, systems integrators or commission agents; “Program Members” means any End User who has a current CLP or VIP Membership Agreement or Adobe EA Program Agreement in good standing with Adobe including its Affiliates, where Affiliates or its correlative terms has the meaning set forth in the CLP, VIP or EA Program Membership Agreement.
2. You acknowledge that each Product, is to be licensed to End Users in accordance with the terms and conditions of the current EULA (as defined below). The terms of the EULA are not negotiable and shall not be amended or modified for any End User. You may only resell and/or market the Products in all full members of the European Union and Norway, Iceland, Liechtenstein and Switzerland (“**Territory**”). Any distribution by You of Products outside the Territory shall be a material breach of these Terms for which Ingram Micro may terminate these Terms and any other agreement between You and Ingram Micro with cause. “**End User License Agreement (EULA)**” means Adobe’s current Product End User license agreement(s) for the relevant Product that is included with each Product generally in electronic form as part of a product installer.
3. You acknowledge that Ingram Micro has a license to supply the Products and that the Products have not been sold.
4. You shall accept for return all Products that are returned by End Users who do not wish to accept the terms of the EULA. For the avoidance of doubt, Ingram Micro will only accept those EULA-related returns which are submitted to Ingram Micro provided the reason for the return is substantiated in writing by the End User.
5. You must comply with Adobe TLP, VIP, EA and CLP Product Return guidelines, including any requirement for return of TLP, VIP, EA and CLP Product license certificates and Letters of Destruction as set forth by Adobe. Where applicable, valid TLP, VIP, EA and CLP Product reorders will be required to be confirmed when submitting TLP, VIP, EA or CLP RMAs to the Adobe Sales Order Management Group with the following reason codes: (1) Duplicate Order, (2) Wrong Product/Platform/Quantity, (3) Wrong end-user/company, (4) Wrong language.
6. Where the Products are sold via an enterprise term license agreement (“ETLA”), then Adobe and End User customer may enter into a customer license agreement for the applicable ETLA Software Products and services. Unless Adobe is entering into a direct licensing agreement with the End User customer, it will be Your responsibility to ensure that End User customer has accepted in writing the terms and conditions of the applicable customer license agreement which are appended to a partner sales order or otherwise form part of the New/Ad-hoc Program terms and conditions between Adobe and Ingram Micro. Ingram Micro reserves the right to request You to submit verification that End User customer has accepted in writing the terms of the customer license agreement prior to processing a purchase order(s). You acknowledge that Ingram Micro is entitled to provide Adobe with the submitted verification.
7. You hereby grant Your consent and undertake to ensure that You have all necessary consents from Your End Users, as defined below, including all necessary consents under applicable data protection, electronic communications and privacy legislation, for Ingram Micro and / or Adobe, as applicable, to enter and use Personal Data, as defined below, provided by You in your databases, including consents for the use of such data by Ingram Micro or Adobe, as applicable, for product and marketing communications with You with respect to such End Users. You shall comply fully with the limitations placed by End Users or other entities on the use of their Personal Data. “Personal Data” means a natural person’s name, street address, telephone number, e-mail address, photograph, social security number or tax identification number, driver’s license number, passport number or national identification number, credit card number, bank information, or customer or account number, or any other piece of information that (a) allows the identification of a natural person, or (b) relates to financial data of a natural person.
8. In collecting, processing, recording, storing, registering, disclosing, transferring and using data (including Personal Data) and in maintaining records, You shall comply fully with any applicable privacy protection regulations, data protection regulations and other applicable laws, and shall only do so, directly or indirectly, if required to perform Your obligations under these Terms and Agreement, and in accordance with (a) applicable local and international privacy and data protection laws, rules and regulations, and (b) the Adobe Online Privacy Policy (available at <http://www.adobe.com/ap/misc/privacy.html>). Without limiting the generality of the foregoing, You shall make all appropriate registrations and shall apply for all appropriate authorizations, approvals, and/or licenses so as to enable

an inspection and/or audit, or the transfer of the data to Adobe and any third party(ies) designated by Adobe, and their holding and use by Adobe and any third party(ies) designated by Adobe, for any purposes specified by Adobe, and in so far as permitted under the applicable privacy protection regulations and the applicable data protection regulations. In addition to Your confidentiality obligations hereunder, You acknowledge and agree that, as between You and Adobe, Personal Data that You collect, process, record, store, transfer or receive from or on behalf of Adobe, or directly from End Users, or other persons in relation to Adobe or its products or services ("Adobe Personal Data"), shall be considered Confidential Information. You acknowledge that in no event You have any rights in or to any such Adobe Personal Data, and shall keep such Adobe Personal Data confidential. You shall comply with the Information Security requirements attached hereto as Schedule A (Information Security) with respect to all Adobe Personal Data, and will cause Your personnel, consultants, service providers, and agents to comply with the provisions of this Clause and Schedule A (Information Security). Nothing in this Clause shall in any way be interpreted to limit or diminish any other obligation You may have elsewhere under these Terms or Agreement. You shall indemnify and hold Ingram Micro, Adobe and any third party(ies) designated by Adobe harmless against any and all claims (i) by any person whose Personal Data is collected, processed, recorded, stored, registered, disclosed, maintained, transferred or used by You, or (ii) by any government entity enforcing privacy regulations, data protection regulations or any other applicable laws, or any other party, based on any action directly or indirectly based on violation of privacy protection regulations, data protection regulations or any other applicable laws or breach of the data protection obligations of this Clause, in connection with the data collected, processed, stored, registered, disclosed, maintained, transferred or used by You or in connection with the use by Adobe or any other party(ies) designated by Adobe of such data. Your obligation of indemnification shall survive the expiration or termination of these Terms and Agreement.

9. You agree to maintain a complete, clear and accurate record, for at least two (2) years after distribution, of the number of copies of the Licenses, Upgrade Plan, Media (meaning the physical property in and the physical copy of the Software, specifically the DVD-ROM, CDROM or other media) and the Documentation (meaning the manuals, registration information, supporting documentation and other materials whether of a technical nature or otherwise, provided with the Software by Adobe) distributed and to whom they were distributed. In addition, You shall record and register in its own database (a copy of which shall be made available to Ingram Micro or Adobe upon request) the following information concerning the Program Members who have obtained Licenses, Upgrade Plan, Media or Documentation: Name of the Program Member, City, Area, Country Code, Postal Code, Software Serial Numbers, Description and SKU. You shall use reasonable commercial efforts to provide any additional information requested by Adobe either directly or through Ingram Micro in order to allow Adobe to ascertain whether a Program Member is a legitimate End User of the Software, and all such information shall be provided in a timely manner. In collecting, processing, recording, storing, registering, disclosing, transferring and using data and in maintaining records, directly or indirectly, You shall comply fully with any applicable privacy protection regulations, data protection regulations and other applicable laws. You shall ensure that You, Your personnel, consultants, service providers, and agents make End-Users aware of their rights under the Adobe Online Privacy Policy (available at <http://www.adobe.com/ap/misc/privacy.html>) and ensure that neither You nor Your personnel, consultants, service providers and agents take any action which if taken by Adobe or Ingram Micro would be a breach of the Adobe Online Privacy Policy. Without limiting the generality of the foregoing, You shall make all appropriate registrations and shall apply for all appropriate authorizations, approvals, and/or licenses so as to enable an inspection and/or audit as referred to above, or the transfer of the data to Adobe and any third party (ies) designated by Adobe, and their holding and use by Adobe and any third party (ies) designated by Adobe, for any purposes specified by Adobe, and in so far as permitted under the applicable privacy protection regulations and the applicable data protection regulations. In addition to Your confidentiality obligations, You acknowledge and agree that, as between You and Adobe, the Personal Data that You collect, process, record, store, transfer or receive from or on behalf of Adobe, or directly from End Users, relating to Adobe or its products or services ("Adobe Personal Data") shall be considered Adobe's Confidential Information, and You shall ensure that You have all necessary consents to transfer such Adobe Personal Data to Adobe. Should any such consents limit the use of such Adobe Personal Data by Adobe, You shall ensure that Adobe has been made aware of such limitations. You shall comply with the Information Security requirements attached hereto as Schedule A (Information Security) with respect to all Adobe Personal Data, and will cause Your personnel, consultants, service providers and agents to comply with the provisions of this Clause and Schedule A (Information Security). Nothing in this Clause shall in any way be interpreted to limit or diminish any other obligation You may have elsewhere under these terms or Agreement. You acknowledge that in no event You shall have any rights in or to any such Adobe Personal Data. You shall indemnify and hold Ingram Micro, Adobe and any third party (ies) designated by Adobe harmless against any and all claims (i) by any person whose Personal Data are collected, processed, recorded, stored, registered, disclosed, maintained, transferred or used by You, or (ii) by any government entity enforcing privacy regulations, data protection regulations or any other applicable laws, or any other party based on any action directly or indirectly based on violation of privacy protection regulations, data protection regulations or any other applicable laws, in connection with the data or in connection with the use by Adobe or any other party(ies) designated by Adobe of such data. Your obligation of indemnification shall survive the expiration or termination of these Terms and Agreement.

You shall make all appropriate registrations and shall apply for all appropriate authorizations, approvals and/or licenses so as to enable an inspection and/or audit as referred to above, or the transfer of the data to Adobe and any third party (ies) designated by Adobe, and their holding and use by Adobe and any third party (ies) designated by Adobe, for any purposes specified by Adobe, and in so far as permitted under the applicable privacy protection regulations and the applicable data protection regulations.

Adobe shall have the right to have an inspection and audit of all Your relevant accounting and sales books and records, conducted by Adobe's internal auditor or an independent certified public accountant whose fee is paid by Adobe and acceptable to You (and Your prompt acceptance shall not be unreasonably withheld), and bound by confidentiality undertakings. Any such audit shall be conducted during regular business hours upon seven days prior written notice to You, and in such a manner as not to interfere with Your normal business activities. Audits shall not be made more frequently than once every six months during the term of this Agreement. Where applicable,

if such inspections disclose any under-reporting, You shall promptly pay the full amount due and interest on past due amounts at the rate of one and one half percent per month or the highest interest rate allowed by law, whichever is lower, from the date on which such amount became due to Ingram Micro or Adobe, as applicable, from You. In addition, if You have under reported by five percent or more the Fees due to Ingram Micro or Adobe, as applicable, You shall pay Ingram Micro or Adobe, as applicable, for all costs of the audit.

10. You acknowledge that the Products are subject to and must be exported in accordance with U.S. Export Administration Regulations (EAR, 15 CFR 730-774). You agree to establish internal controls in order not to transfer, resell or divert any of the Products, to those countries that may be embargoed by the U.S. Government (including, but not limited to, Cuba, Iran, North Korea, Sudan, and Syria). You represent that You will not knowingly provide any of the Products to any entity that is prohibited from participating in the US export transactions by any federal agency of the U.S. Government. You represent that to the best of Your knowledge You will not use or transfer the Products for end uses relating to any nuclear, chemical or biological weapons, rocket systems, space launch vehicles, sounding rockets, or unmanned air vehicle systems unless authorized by the U.S. Government by regulation or specific license.

Additionally You acknowledge that the Products may be subject to export control regulations in countries in which they operate and You hereby agree that You will not directly or indirectly export, import, transmit or use the Products contrary to the laws or regulations of any governmental entity that has jurisdiction over such export, import, transmission or use. If Adobe or Ingram Micro has knowledge that a violation has occurred, Adobe or Ingram Micro may be prohibited from providing maintenance and support for the Products. The parties agree to cooperate with each other with respect to any application for any required licenses and approvals, however You acknowledge it is Your ultimate responsibility to comply with any and all export and import laws.

11. **Indemnification.** You will defend, indemnify, and hold harmless Ingram Micro, Adobe, their respective licensors, and each of their respective affiliates, employees, officers, directors, and representatives from and against any losses or expenses arising from or related to any third-party claim concerning (a) a breach by You or any third party acting on Your behalf of any of Your obligations, representations, or warranties under these Terms; or (b) except to the extent caused by Ingram Micro's gross negligence or willful misconduct, any violation by You of any requirements under these Terms.

SCHEDULE A – INFORMATION SECURITY

During the course of performing this Agreement, You may be provided access to or otherwise obtain Adobe Information (as defined below). This Schedule A (Information Security) (“this Schedule”) sets forth specific security procedures for the handling of Adobe Information.

You represent and warrant that you will, at all times, comply with and treat Adobe Information in accordance with the requirements of this Schedule, including the Data Protection Requirements (as defined below). Failure to comply with the requirements of this Schedule will constitute a material breach of this Agreement by You, entitling Ingram Micro and Adobe to the remedies provided for under this Agreement.

1. DEFINITIONS

1.1 In General

Unless specifically defined in this Schedule, capitalized terms shall have the meanings set forth in this Agreement. For the purposes of this Schedule, the following definitions shall apply:

- 1.1.1 “Adobe Information” means any Confidential Information, Personal Information, or Special Personal Information.
- 1.1.2 “*Confidential Information*” shall have the meaning ascribed to it in this Agreement.
- 1.1.3 “*Data Protection Requirements*” means, collectively, all national, state and local laws relating to the protection of information that identifies or can be used to identify an individual that apply with respect to Your handling of Adobe Information.
- 1.1.4 “*Special Personal Information*” means: (A) an individual’s name in combination with the individual’s: (1) passport number, driver’s license number or other government-issued identification number; or (2) financial account number, with or without any code or password that would permit access to the account; (B) an individual’s name or a unique identification number in combination with race, religion, ethnicity, medical or health information, background check information or sexual orientation. Special Personal Information is a type of Personal Information.

1.2 Adobe Information

For the purposes of this Schedule, all references to Adobe Information, Confidential Information, Personal Information and Special Personal Information are to Adobe information that is provided to, or obtained, used, accessed, maintained or otherwise handled by, You in connection with Your performance of this Agreement.

2. USE AND DISCLOSURE OF ADOBE INFORMATION

2.1 Use of Adobe Information

You may only use Adobe Information for the purposes of performing this Agreement. You shall not be entitled to use Adobe Information for Your own purposes or for the purpose of any third party, firm or enterprise (including an affiliate).

2.2 Disclosure of Adobe Information

2.2.1 In General

You may not disclose Adobe Information to any third party, firm or enterprise (including an affiliate).

3. INFORMATION SECURITY PROGRAM

3.1 In General

You shall:

- 3.1.1 Develop, implement, maintain, and monitor a comprehensive, written information security program that contains administrative, technical and physical safeguards to protect against anticipated threats or hazards to the security, confidentiality or integrity of Adobe Information, including the unauthorized or accidental acquisition, destruction, loss, alteration or use of, and the unauthorized access to, Adobe Information;

- 3.1.2 Conduct a risk assessment to identify and assess reasonably foreseeable internal and external risks to the security, confidentiality and integrity of electronic, paper and other records containing Adobe Information and evaluate and improve, where necessary, the effectiveness of its safeguards for limiting those internal and external risks; and
- 3.1.3 Ensure that its information security program is consistent with Adobe's information security requirements as may be provided to You by Adobe or Ingram Micro from time to time, including the requirements of this Schedule. Upon Adobe's or Ingram Micro's written request, You will complete a security self-assessment provided by Adobe or Ingram Micro.

3.2 Your Review of the Information Security Program

You shall review and, as appropriate, revise its information security program at least semi-annually or whenever there is a material change in Your business practices that may reasonably affect the security or integrity of Adobe Information. You may not alter or modify Your information security program in such a way that will weaken or compromise the security of Adobe Information.

3.3 Maintaining the Information Security Program

You shall maintain and enforce Your information security program at each location from which You perform this Agreement. In addition, You shall ensure that Your information security program covers all networks, systems, servers, computers, notebooks, laptops, PDAs, mobile phones, and other devices and media that process or handle Adobe Information or which provide access to Adobe networks, systems or information. Moreover, You shall ensure that Your information security program includes industry standard password protections, firewalls and anti-virus and malware protections to protect Adobe Information stored on computer systems.

4. COMMUNICATIONS AND OPERATIONAL MANAGEMENT

4.1 In General

You shall monitor and manage each of Your information processing facilities, including, but not limited to, implementing operational procedures, change management and incident response procedures, to ensure compliance with its obligations hereunder. You shall deploy back-up facilities to ensure that information and data may be recovered if there is a disaster or media failure. You shall perform regular security and vulnerability assessments and remediate significant vulnerabilities on a regular basis, but no less frequently than twice per year.

4.2 Encryption

You shall encrypt, using industry standard encryption tools, all records and files containing Special Personal Information that You: (A) transmit or send wirelessly or across public networks; (B) store on laptops or storage media; (C) where technically feasible, store on portable devices; and (D) store on any device that is transported outside of Your physical or logical controls, including, but not limited to, any printer, copier, scanner or fax machine. You shall safeguard the security and confidentiality of all encryption keys associated with encrypted Special Personal Information.

5. PHYSICAL AND ENVIRONMENT SECURITY

You shall ensure that Your information processing facilities that handle Adobe Information and that Adobe Information maintained in paper form are housed in secure areas and protected by perimeter security, such as barrier access controls that provide a physically secure environment from unauthorized access, damage and interference.

6. ACCESS CONTROL

6.1 In General

You shall establish and enforce written procedures to control the access to Adobe Information and systems and services that may contain Adobe Information.

6.2 Access to Adobe Information

You will limit access to Adobe Information to the minimum number of Your employees, personnel officers, directors, agents, contractors and service providers ("Parties") who require such access in order to perform this Agreement. You will record network and computer access logs pertaining to Adobe Information, will maintain the logs for at least ninety (90) days, and in the event of a Breach (defined below) will provide them to Adobe upon Adobe's or Ingram Micro's request.

6.3 Access to Adobe Systems

If You connect to Adobe's computing systems or networks, You agree that: (A) You will not access, and will not permit any other person or entity to access, Adobe's computing systems or networks without Adobe's authorization and any such actual or attempted access shall be consistent with any such authorization; and (B) all Your connectivity to Adobe's computing systems and networks and all attempts at same shall be only through Adobe's security gateways/firewalls.

7. PERSONNEL SECURITY

7.1 In General

You shall ensure that all Parties who will be provided access to, or otherwise come into contact with, Adobe Information will be required (including during the term of their employment or retention and thereafter) to protect Adobe Information in accordance with the requirements of this Schedule.

7.2 Confidentiality Agreements

You shall ensure that all Parties who will be provided access to, or otherwise come into contact with, Adobe Information have entered into confidentiality and non-disclosure agreements that are as protective as the provisions of this Schedule.

7.3 Training

You shall ensure that all Parties who will be provided access to, or otherwise come into contact with, Adobe Information are provided with appropriate training regarding information security and the protection of personal information.

7.4 Criminal History

You shall ensure that You do not provide access to Adobe Information to any person who, to the best of Your knowledge, has been convicted of a crime, felony or misdemeanor involving fraud or dishonesty in the two (2) years preceding the effective date of this Agreement.

8. RETURN OR DESTRUCTION OF ADOBE INFORMATION

8.1 In General

At Adobe's or Ingram Micro's request and upon the expiry or termination of this Agreement for any reason, You shall immediately return to Adobe or destroy (and You shall so certify in writing to Adobe which certification details the destruction method used, the date of destruction and the party that performed the destruction), at Adobe's option, all Adobe property or information that is in Your or Parties' possession or control. If Adobe elects to have such information returned, You shall return all such information via a bonded courier.

8.2 Disposal Methods

If You dispose of any paper, electronic or other record containing Adobe Information, You shall do so by taking all reasonable steps (based on the sensitivity of the Information) to destroy the Information by: (A) shredding; (B) permanently erasing and deleting; (C) degaussing; or (D) otherwise modifying the Adobe Information in such records to make it unreadable, unreconstructable and indecipherable. All Special Personal Information must be disposed of in a manner described in (A) through (C).

9. SECURITY INCIDENTS

9.1 In General

You shall be responsible for any information security incident involving Adobe Information that is handled by, or on behalf of, You. You shall notify Ingram Micro and the Adobe Security Contact (designated in Schedule A (Distributor Contract Details)) by telephone and subsequently via written letter immediately (and in any event within forty-eight (48) hours) whenever You reasonably believe that there has been an unauthorized acquisition, destruction, modification, use, or disclosure of, or access to, Adobe Information that is handled by, or on behalf of, You ("Breach"). After providing such notice, You will investigate the Breach, take all necessary steps to eliminate or contain the exposures that led to such Breach, and, within seven (7) days of identifying the Breach, provide Adobe and Ingram Micro with a written report detailing mitigation steps taken by You in response to the occurrence.

9.2 Your Responsibility

You agree to provide, at Your sole cost, reasonable assistance and cooperation requested by Adobe, in the furtherance of any correction, remediation, or investigation of any Breach and/or the mitigation of any damage, including any notification and/or credit reporting service that Adobe may determine appropriate to send to individuals impacted or potentially impacted by the Breach. Unless required by law, You shall not notify any individual or any third party other than law enforcement of any potential Breach without first consulting with, and obtaining the permission of, Adobe.

If a Breach occurs, You agree that Ingram Micro may at its discretion immediately terminate this Agreement with Cause, without prejudice to all its other rights and remedies.

10. INTERNATIONAL ISSUES

At the request of Adobe or Ingram Micro, You and any affiliate or subcontractor of Yours will enter into a data processing agreement with any entity in the Adobe Group, in order to allow Personal Information to be transferred to You and any affiliate or subcontractor of Yours by any entity in the Adobe Group.

11. ADMINISTRATIVE ISSUES

11.1 Adobe Security Assessments

Adobe may perform periodic security assessments of its computing systems and networks. You agree that should any such assessment reveal inadequate security by You, Adobe, in addition to other remedies it may have, may suspend Your access to Adobe's computing systems and networks until such inadequate security has been appropriately addressed. Such suspension by Adobe will not be considered a breach of this Agreement.

11.2 Your Obligations

Your obligations under this Schedule shall continue for so long as You continue to have access to, are in possession of or acquire Adobe Information, even if all agreements between You and Ingram Micro or, if applicable, Adobe have expired or been terminated.

11.3 Audits

In addition to any other audit or inspection rights that Adobe may have under this Agreement, You shall, upon Adobe or Ingram Micro providing reasonable notice to You, permit Adobe, its auditors, designated audit representatives, and regulators, including data protection regulators, to audit and inspect, at Adobe's sole expense (except as provided in Clause 11.5 of this Schedule), and no more often than once per year (unless otherwise required by Adobe's regulators): (A) Your facilities and any third-party service providers of Yours previously approved by Adobe where Adobe Information is stored or maintained by, or on behalf of, You; (B) any computerized or paper systems used to share, disseminate or otherwise handle Adobe Information; and (C) Your security practices and procedures, facilities, resources, plans and procedures. Such audit and inspection rights shall be, at a minimum, for the purpose of verifying Your compliance with this Schedule and applicable Data Protection Requirements.

11.4 Notice to Adobe

If You are requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demands or other similar processes) to disclose any Adobe Information to a third party, You shall immediately notify Ingram Micro and Adobe of any such anticipated disclosure (except to the extent otherwise required by applicable law) and shall not disclose the Adobe Information to the third party without providing Adobe at least forty-eight (48) hours, following such notice, so that Adobe may, at its own expense, exercise such rights as it may have under law to prevent or limit such disclosure. Notwithstanding the foregoing, You shall exercise commercially reasonable efforts to prevent and limit any such disclosure and to otherwise preserve the confidentiality of the Adobe Information, including by cooperating with Adobe to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to the Adobe information.

11.5 Investigations

Upon notice to You, You shall assist and support Adobe in the event of an investigation by any regulator, including a data protection regulator, or similar authority, if and to the extent that such investigation relates to Adobe Information handled by You on behalf of Adobe. Such assistance shall be at Adobe's sole expense, except where such investigation was required due to Your acts or omissions, in which case such assistance shall be at Your sole expense.

11.6 Indemnification

You shall indemnify, hold harmless, and defend Adobe and Ingram Micro, their affiliates, and their officers, directors, employees, agents, successors, assigns, and subcontractors from and against any and all claims arising from, in connection with, or based on

allegations of, any of the following: (A) any violation of the requirements of this Schedule or the Data Protection Requirements; (B) any Breach; (C) any negligence or willful misconduct of Yours, Parties or any third party to whom You provide access to Adobe Information or systems, with respect to security or confidentiality of Adobe Information; (D) remedial action taken by Adobe or Ingram Micro as the result of a Breach; and (E) any other costs incurred by Adobe or Ingram Micro with respect to Adobe's and Ingram Micro's rights in this Schedule. Except as otherwise provided herein, You shall be fully responsible for, and shall pay, all costs and expenses incurred by You or Parties with respect to the obligations imposed under this Schedule.

11.7 Inability to Perform

In the event that You are unable to comply with the obligations stated in this Schedule, You shall promptly notify Ingram Micro, and Adobe or Ingram Micro, as applicable, shall then be entitled (at their option) to suspend the transfer of Adobe Information, require You to cease using relevant Adobe Information, and/or immediately terminate this Agreement with cause, without prejudice to all its other rights and remedies.

11.8 Termination

Ingram Micro may terminate this Agreement with cause, without prejudice to all its other rights and remedies, as a result of a failure by You to comply with the requirements of this Schedule.

SCHEDULE (B-1) – EDUCATION AUTHORIZATION

In addition to the terms set forth in the License Agreement, the following terms shall apply provided that You meet the qualification criteria to distribute Education Versions of the Software as outlined in the Program Guide.

1. DEFINITIONS

“Education Version” means Software indicated by Adobe for the education market, as identified as such from time to time by Adobe in its sole discretion in the License Fee Lists, which are provided or made available to You.

“Educational Establishments” has the meaning described at @adobe.com

“Student and Teacher Edition Shrinkwrap Products” means copies of the Software in object code for distribution to Resellers as described below.

- “Resellers” mean independent dealers who must have the facilities and systems in place in order to conform to the following program Resellers shall provide information on student, teacher and staff eligibility criteria and serial number distribution to end users on their respective website prior to the End Users purchasing the Student and Teacher Edition Products. For the avoidance of doubt Resellers shall inform all potential purchasers that they shall be required to provide proof of education status to Adobe in order to obtain a serial number to install and use the product.
- Resellers shall clearly identify the product as “Student and Teacher Edition” in all communications/promotions regarding the product and use appropriate Adobe-provided Student and Teacher Edition box shots.
- Reseller shall inform Qualified End Users on the following Restrictions on Use:
 - Qualified End Users are limited to one copy per purchase of each Student and Teacher Edition Shrinkwrap Product per calendar year.
 - Student and Teacher Edition Shrinkwrap Product may be used only on Qualified End Users privately owned computer.
 - Student and Teacher Edition Shrinkwrap Products may not be resold.

“Qualified End Users” mean qualified students, teachers or staff who acquire Student and Teacher Edition Shrinkwrap Products for their own personal use and not for further distribution or transfer. Qualified End Users must present appropriate identification of current status to Adobe as specified hereunder prior to obtaining a serial number from Adobe. Qualified End Users include:

- University and college students—students enrolled at a higher education institution defined as an accredited public or private university or college (including community, junior, or vocational college) that grants degrees requiring not less than the equivalent of two years of full-time study
- Primary and secondary school students—students enrolled at an accredited public or private primary or secondary school providing full-time instruction
- Faculty and staff—teachers and staff employed by an accredited primary or secondary school or public or private university or college
- Other qualified examples as listed by Adobe from time to time on its Internet website or in other written communication

“Appropriate Identification” includes:

• For Students

Students must provide a photocopy of a valid, current student ID that includes their name, date, and a photo. Student who do not have such an ID, must instead provide a photocopy of a valid photo ID and one of the following items:

- Official, current non-photo student ID with name and date
- Official, current school transcript indicating name of school and student
- Official, current school tuition bill indicating name of school and student
- Official, current report card indicating name of school and student
- Other official dated proof of enrollment

If Student is under 18 and does not have a valid photo ID, Student may provide an official letter from his eligible educational institution stating his name and current enrollment status.

• For Faculty and staff

Faculty and staff must provide a photocopy of a valid, current school ID that includes their name, date, and a photo. If they do not have such an ID, they must instead provide a photocopy of a valid photo ID and one of the following items:

- Faculty or staff paycheck stub
- Official letter from the registrar of the educational entity
- **Formats for digital proof of eligibility**

Applicants may use a digital camera or scanner to create a copy of their proof of eligibility. All documents need to be legible and true to size. Acceptable formats include JPEG, GIF, BMP, TIF, and PDF. The file must be no larger than 3MB.

2. For the purposes of this Schedule all references to "Software" shall be deleted and replaced with "Education Versions of the Software" and all references to "Software Product(s)" shall be replaced with "Education Versions of the Software".
3. Upon placing an order for Education Versions of Software under CLP, You acknowledge that You have attained the Education Specialisation (as determined in accordance with the Adobe Partner Connection Reseller Program). In any circumstances, upon placing an order for Education Versions of Software You acknowledge that You will distribute such Education Version Software to Educational Establishments.

TLP and CLP Products for education are to be distributed to Educational Establishments only. All Your orders for TLP and CLP Products for education must be supported by signed orders from Educational Establishments. Promptly upon request, You shall provide Adobe or Ingram Micro with the name and address of each Educational Establishment to which any TLP and CLP Products for education have been supplied.

You undertake that all information provided to You by Ingram Micro on student eligibility criteria and serial number distribution to Students will be conveyed by You to Students prior to the Students purchasing the Student and Teacher Edition Shrink-wrap Products. For the avoidance of doubt, You acknowledge that you are aware and will comply with the requirement that Students shall be required to provide proof of education status to Adobe in order to obtain a serial number to install and use the product. You shall clearly identify the product as "Student and Teacher Edition" in all communications/promotions regarding the product and use appropriate Adobe-provided box shots. You acknowledge that you are aware that Students are limited to one copy per purchase of each Student and Teacher Edition Shrink-wrap Product per calendar year.

4. At Ingram Micro's sole discretion, Ingram Micro may choose to terminate this Schedule B-1 independently from any other existing agreement upon written notice.
5. You agree to post a copy of the Student eligibility criteria as stated in Section 3 herein on Your website or otherwise communicate such requirements and criteria to Students ordering Software from You, prior to supplying the Student and Teacher Edition Shrink-wrap Products to Students.
6. If there is any conflict between the terms of the Agreement and those of this Schedule B-1 with respect to the distribution of Education Versions of the Software Products, the terms of this Schedule B-1 shall prevail.

SCHEDULE (B-2) – DIGITAL VIDEO SOFTWARE PRODUCT

The parties wish to allow Reseller to distribute additional Adobe Software (referred to herein as “Digital Video Software Products”) for delivery to End Users in the Territory as further detailed in the Program Guide. In addition to the terms set forth in the Agreement and Program Guide, the following terms shall apply:

“**Digital Video Software Products**” means copies of the Software Products in object code and the User Documentation supplied to You as shrink wrap for distribution as further defined in the Program Guide. For the purposes of this Schedule all references to “Software” shall be deleted and replaced with “Digital Video Software Products.”

- 1.** At Ingram Micro’s sole discretion, Ingram Micro may choose to terminate this Schedule B-2 independently from the Agreement.
- 2.** You acknowledge that You are aware of the Reseller requirements and eligibility criteria as stated in the Program Guide.
- 3.** If there is any conflict between the terms of the Agreement and those of this Schedule with respect to the Digital Video Software Products, the terms of this Schedule B-2 shall prevail.

SCHEDULE (B-3) – ADOBE EA PROGRAM

You, in your capacity of End User, acknowledge that You are located in the Territory and are part of the Adobe Volume Licensing Enterprise program ("Adobe EA Program"), as well as that You have an Adobe Enterprise Agreement with Adobe ("EA Agreement"). In addition to the terms set forth in the License Agreement and Program Guide, the following terms shall apply:

1. **DEFINITIONS** 1.1 "Channel Web" means the Adobe website located at www.partners.adobe.com/channelweb.
- 1.2 "Customer" or "You" means an End User who has either entered into an electronic or paper Enterprise Agreement with Adobe.
- 1.3 "Enterprise Agreement" means an agreement between Adobe and a Customer, pursuant to which the Customer is entitled to participate in the EA program.
- 1.4 "Enterprise Maintenance & Support" shall mean maintenance and technical support services made available for the EA Products as listed on the Adobe Partner Connection Portal (<http://partners.adobe.com>), and which list may be amended by Adobe from time to time upon thirty (30) days written notice.

2. ADDITIONAL GRANT.

You acknowledge that Ingram Micro distributes the EA Products and Enterprise Maintenance & Support as made available on the Adobe Partner Connection Portal (<http://partners.adobe.com>) to Customers: (i) under this Schedule and only with respect to the Territory; and (ii) provided that the EA Products are licensed in accordance with the terms and conditions of the then-current End User License Agreement(s) that govern the use of the EA Products and/or upgrades thereto and the EA Agreement.

3. GENERAL APPLICABILITY OF LICENSE AGREEMENT. 3.1 Unless indicated to the contrary in this Schedule, the terms and conditions of these Terms will apply to the distribution of the EA Products; provided, however that for this Schedule: (a) The rights and obligations of Ingram Micro in relation to Program Member(s) under the License Agreement shall mean rights and obligations in relation to Customer(s); (b) The rights and obligations of Ingram Micro in relation to Software Products shall mean rights and obligations of Ingram Micro in relation to EA Products; and (c) The rights and obligations of Adobe with respect to Software Products (including the right to license to Customers in Ingram Micro's territory) shall mean rights and obligations of Adobe with respect to EA Products in the Territory.

3.2 The "Upgrade Plan" definition in the License Agreement shall not apply to this Schedule, or the definition of Software Products, as used herein.

3.3 References to "Program" and "Program Member Agreement Number(s)," for the Adobe® Volume Licensing Cumulative Licensing Program ("CLP") are not applicable to this Schedule.

3.4 Membership Agreements for Adobe's CLP between End Users and Adobe are not required for Customers of the EA Products.

4. RETURNS AND INVENTORY. 4.1 Notwithstanding any provisions to the contrary, Ingram Micro will not provide any credit to You for EA Products that are returned.

4.2 Notwithstanding any provisions to the contrary, Ingram Micro will not accept any returns of EA Products, except those covered by the following exceptions:

- 4.2.1 The wrong product, platform, quantity or language was delivered
- 4.2.2 The Customer receives a duplicate shipment or duplicate billing
- 4.2.3 The wrong end-user was confirmed on the original order

5. YOUR RESPONSIBILITIES.

5.1 You acknowledge that, in connection with Your purchase of an initial License, You must either request Media or make use of ESD;

5.2 You are an authorized Customer;

5.3 upon request, You can obtain advice on the applicable Adobe support terms;

5.4 upon request, You can obtain advice on the Program, including: (i) the difference between Licenses which are calculated on various metrics e.g. number of users vs. number of computers, vs. number of servers; (ii) the available Support Services for EA Products; and

5.5 upon request, You can obtain information of the versions of the EA Products that are available to be licensed under the EA Program.

5.6 You acknowledge that You meet EA qualification criteria, minimum order and true-up purchase requirements and comply with program rules as defined in the EA Program Guide to the best of Your abilities.

6. TERM AND TERMINATION. Ingram Micro may choose to terminate this Schedule separately without terminating the any other existing agreement. Further, if the Agreement terminates for any reason, this Schedule shall automatically terminate without further action or liability of Ingram Micro.

Company name: _____

Authorized signatory signature: _____

Authorized signatory name: _____

Authorized signatory title: _____

Date of Signature: _____