



Adobe[®] Buying Programs

Cumulative Licensing Program Guide

**For Commercial, Education, and
Government Customers**

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Cumulative Licensing Program Summary

The Adobe Buying Programs Cumulative Licensing Program (CLP) is a two-year licensing program membership with Adobe. A CLP member (Program Member¹) places an initial order with their Reseller for Adobe perpetual software licenses and optional Upgrade Plan for eligible products. The point value of the initial order sets the Discount Level for that order and for additional orders. Program Members may improve their Discount Level by accumulating points through the purchase of additional licenses or Upgrade Plan during the term of their CLP membership.

CLP membership is available worldwide to Commercial, Government and Education organizations and covers most Adobe desktop products.

| WORLDWIDE COMMERCIAL MEMBERS | |
|-------------------------------------|--|
| Member Type: Commercial entity | As defined in the Commercial CLP Membership Agreement terms and conditions. |
| Basis of CLP | Total point value of initial order determines Discount Level (future orders continue to accumulate points and may improve Discount Level). |
| Discount Levels (worldwide) | Four point levels: 1 = 8,000 – 99,999 2 = 100,000 – 299,999 3 = 300,000 – 999,999 4 = 1,000,000+ |
| Membership Term | Two (2) years, between Program Member and Adobe |
| Minimum reorder? | No |
| License Option | Standard CLP Licensing |

¹Program Member refers to CLP 5 Program Members throughout this document

| WORLDWIDE EDUCATION MEMBERS | |
|------------------------------------|--|
| Member Type: Educational entity | As defined in the Education CLP Membership Agreement terms and conditions. |
| Basis of CLP | Total point value of initial order determines Discount Level (future orders continue to accumulate points and may improve Discount Level). |
| Discount levels (worldwide) | Three point levels: 1 = 5,000 - 49,999 2 = 50,000 - 99,999 3 = 100,000+ |
| Membership Term | Two (2) years, between Program Member and Adobe |
| Minimum reorder? | No |
| License Option | Standard CLP perpetual licensing |

| WORLDWIDE GOVERNMENT MEMBERS | |
|-------------------------------------|--|
| Member Type: Government entity | As defined in the Government CLP Membership Agreement terms and conditions. |
| Basis of CLP | Total point value of initial order determines Discount Level (future orders continue to accumulate points and may improve Discount Level). |
| Discount levels (worldwide) | Two point levels: 1 = 8,000 - 299,999 2 = 300,000+ |
| Membership Term | Two (2) years, between Program Member and Adobe |
| Minimum reorder? | No |
| License Option | Perpetual & Term-based licensing |

Membership

New or renewing Program Members agree to the CLP Membership Agreement terms and conditions and enroll online in the CLP membership with Adobe. If approved, the Program Member receives a CLP Agreement Number via email from Adobe.

The Adobe Buying Programs worldwide product point values list is published in the Adobe Discount Level Calculators on the Adobe Buying Programs pages (<http://www.adobe.com/go/volumelicensing>). These calculators are intended to be used as an estimation tool. For specific point values and prices, members need to work with a Reseller.

Membership Term

The CLP Membership Term begins on the day that Adobe accepts the Program Member's membership enrollment (known as the effective date) and will be active for 24 months (to the day) from that date.

Standard CLP perpetual licensing

This is the primary licensing option. It allows Program Members to purchase a single license and grants the rights to use that license in perpetuity so long as the EULA (End User License Agreement) terms and conditions are not breached.

Creative Cloud desktop apps for Government

The CLP Government term offering is for new or existing CLP Government customers who are interested in Adobe's Creative Cloud products but need to be behind a secure firewall or are in an area with limited to no internet access. This makes select Adobe Creative Cloud desktop application software that does not include Creative Cloud storage, online services, or require internet connectivity available to our Government customers. The CC desktop apps products are licensed together as one bundle of all of the available products, they are not sold or licensed separately under this program.

CC desktop apps require licensing coverage for the term of the Government CLP. New CLP Government customers who select this option will be required to license CC desktop apps for the full 2-year CLP term. Existing CLP Government customers are required to license CC desktop apps for the remainder of their existing CLP term. The licensing cost will be prorated to the end of the CLP term. Coverage of the existing CLP term must include the current month in which the CC Desktop App order is placed.

Example: A new CLP Government customer who selected annual payments (1Y) when enrolling in CLP needs 10 CC desktop apps seats.

- In LWS, the partner enters 10 seats and the 1Y CC desktop apps SKU. LWS then prorates the term and pricing to 12 months, ending on the customer's first anniversary date.
- LWS shows 10 seats of CC desktop apps.

- At the CLP anniversary, the customer places their 2nd order for 10 seats to cover the second year of the CLP term. The partner repeats the process above and LWS prorates the term and pricing for the second 12 month period which ends on the CLP expiration date.

Example: An existing CLP Government customer who selected annual payments (1Y) is in the 5th month of their CLP and needs 10 CC desktop apps seats.

- In LWS, the partner enters 10 seats and the 1Y CC desktop apps SKU. LWS will then prorate the term to 8 months, ending on the customer's first anniversary date.
- Coverage of the existing CLP term must include the current month in which the CC desktop app order is placed.
- LWS shows 10 seats of CC desktop apps.
- At the CLP anniversary, the customer places their 2nd order for 10 seats to cover the second year of the CLP term. The partner repeats the process above and LWS prorates the term and pricing for the second 12 month period ending on the CLP expiration date

Example: An existing CLP Government customer who selected the single payment (2Y) option is in the 17th month of the CLP term and needs 10 CC desktop apps seats.

- In LWS, the partner enters 10 seats and the 2Y CC desktop apps SKU. LWS will then prorate the term to 8 months, ending when the customer's CLP expires.
- Coverage of the existing CLP term must include the current month in which the CC desktop app order is placed.
- LWS shows 10 seats of CC desktop apps.
- At the end of the customer's CLP, customers are not entitled to continue using CC desktop apps they licensed unless they place a new order for CC desktop apps under CLP.

Please note that for orders entered into EDI, the partner will have to manually calculate the prorated pricing and use the appropriate 1Y or 2Y SKU to place the order.

Adobe's systems will reject any orders that do not have the correct durations to correspond with the customer's CLP and the 1Y or 2Y payment option they selected for their CLP during enrollment.

For new CLP Government customers that purchase CC desktop apps as their first order will not have to meet the point minimum for that order. However if the first order is for perpetual products, the minimum point requirement must be met. All orders for CC desktop apps must be placed separately and may not be combined with other perpetual CLP products on the same order. CLP point credit will not be given to any CC desktop apps orders.

Adobe provides access to the CC desktop apps software through Electronic Software Delivery (ESD) via the Adobe Licensing Website (LWS) (<https://licensing.adobe.com>). Customers will have access to any required serial numbers and deployment tools via LWS. Although Adobe may deliver or make available software products that are not licensed under the CC desktop apps option, the customer is not entitled to use, download, or access any software products or services that they have not licensed under their CLP.

The CC desktop apps license expires at the end of the CLP agreement term and the customer has 30 days to uninstall all products included in the CC desktop apps option. Customers will have no more

than 30 days to determine alternative options and all licenses are subject to Adobe Compliance verification 30 days after the end of the agreement.

Product Availability

Program Members are eligible to purchase any available products in their region. Adobe may add or discontinue products at any time.

Adobe Creative products are no longer available through CLP, but can be purchased through the Value Incentive Plan (VIP).

Lightroom may not be available in all regions. Please work with your reseller to determine if Lightroom is an option for your location.

Affiliates

Program Members have the option of adding affiliates² to their membership. Affiliates are entities that are directly or indirectly under common ownership or control with the Program Member. Program Members can choose to list affiliates on the CLP membership enrollment form or allow affiliates to enroll separately.

Purchases made by the affiliates accumulate points under the Program Member's CLP membership, which contributes to the overall Discount Level. The same Discount Level is shared by the Program Member and all affiliates.

There are two types of affiliates that Program Members may have associated with their CLP membership: Member-listed Affiliates and Self-enrolled Affiliates. There are specific features that apply to each type of affiliate, and some features are shared by both.

NOTE

For more information about renewals for affiliates, see [Affiliate Renewals](#).

Member-listed Affiliates

Program Members may list eligible affiliates on their online enrollment³ form enabling them to participate in the CLP membership. Member-listed Affiliates do not enroll into their own CLP membership, but are able to purchase under the Program Member's CLP membership and receive the same Discount Level. Any orders placed by the Member-listed Affiliates accumulate applicable points towards the Program Member's CLP membership.

Self-enrolled Affiliates

Any eligible affiliate that is listed on a Program Member's enrollment is also eligible to enroll separately as a Self-enrolled Affiliate. Participating as a Self-enrolled Affiliate requires the submission

² As defined in the CLP Membership Agreement terms and conditions and/or the Glossary of Terms.

³ Known as Schedule A on the paper-based CLP Membership Agreement

of a separate enrollment form, which establishes separate serial numbers and its own Upgrade Plan payment terms. There is no minimum initial purchase required to establish Self-enrolled Affiliate status. Any orders placed by the Self-enrolled Affiliates accumulate applicable points toward the Program Member's CLP membership.

Program Members have the opportunity during their enrollment to set the enrollment options for Self-enrolled Affiliates to join the CLP membership. These options are to always allow, always deny, or require notification to the Program Member prior to enrollment of the affiliate. If the needs of the Program Member change about how Self-enrolled Affiliates are accepted into the CLP membership, they can adjust their preferences on the Licensing Website (LWS) <https://licensing.adobe.com>.

| Affiliate Characteristics | Member-listed | Self-enrolled |
|--|---------------|---------------|
| Points accumulated added to Program Member total | X | X |
| Receives the same Discount Level as Program Member | X | X |
| Entity name must be listed on the Program Member's enrollment form | X | X |
| Participation ends when Program Member's CLP membership expires | X | X |
| Must enroll separately via an enrollment form | | X |
| Can choose Upgrade Plan payment option | | X |
| Assigned unique CLP Agreement Number | | X |
| Assigned serial numbers that are different from the Program Member | | X |

CLP Reseller

A CLP Reseller is a reseller authorized by Adobe to offer the Adobe Buying Programs CLP membership program for Commercial, Education, and/or Government Program Members. (In this Program Guide the term "Reseller" is used to describe the entity from whom the Program Member orders Adobe software.)

End User ID Number

Adobe establishes an End User ID number for each Program Member and each Self-enrolled Affiliate. Information about all orders for that Program Member or Self-enrolled Affiliate can be found within the Adobe Licensing Website (<https://licensing.adobe.com>) using the End User ID. This number is

different from the Program Member's CLP Agreement Number, which is valid only during the two-year duration of the CLP membership. Members retain the same End User ID even after a membership expires and a new one begins.

Adobe's Licensing Website

The Adobe Licensing Website (LWS) (<https://licensing.adobe.com>) allows Program Members to access pertinent information about their membership including: detailed purchase history, LWS account information, product serial numbers and membership information such as expiration dates.

New Program Members receive an email containing instructions on setting up their LWS account, which includes information on how to use their email address as the login, and how to set a password for the CLP membership.

Reports

Program Members and their affiliates may print a CLP Purchase Summary from the Adobe Licensing Website (LWS). This document could be several pages long. Program Members may select a date range to create an online printable master document that includes all products licensed during the date range.

Program Members may run a Detailed Purchase History report that summarizes all orders reported to Adobe, with these restrictions:

- Program Members have access to all of their orders as well as all orders of their affiliates, including those of any Self-enrolled Affiliate(s).
- Affiliates have access only to information about orders placed by that affiliate.

Customer Service

Adobe Customer Service provides support for Adobe Buying Programs participants. Program Members may call 1-800-833-6687. Outside the U.S. and Canada, click on the corresponding location:

| | |
|---|---------------------------------|
| Australia | Netherlands |
| Austria, Germany, Switzerland (German Speaking) | New Zealand |
| Belgium, France, Switzerland (French Speaking) | Spain |
| Italy, Switzerland (Italian Speaking) | South East Asia |
| Japan | Sweden |
| Latin America | United Kingdom |

All other locales go to [Adobe Buying Programs Help](#) for additional contact information or contact your local reseller.

How to Order

Program Members work directly with a Reseller of their choosing to place orders for Adobe software and Upgrade Plan.

Initial Order

Within 30 days of receipt of the CLP Agreement Number, the Program Member must submit a purchase order for an initial order to their Reseller. This order must meet the minimum point level selected in the CLP Membership Agreement. The Program Member then receives an order confirmation email that includes directions for accessing serial numbers for the products it ordered.

If this purchase order does not meet the minimum point value for the selected Discount Level, the order is not processed, serial numbers are not generated, and the order is returned for correction. If the Program Member does not correct and resubmit the order within 30 days, Adobe sends the Program Member an email notice indicating the initial order has not been received. Adobe may terminate or suspend the CLP membership if the initial order is not met within 45 days.

Reorders and Additional Orders

Reorders and additional orders can be placed through the Program Member's Reseller at any time and will receive the same discount as the initial order until the time that the Program Member accumulates enough points to receive a greater discount.

After the initial order, there is no minimum point requirement.

License Purchase Requirements

Program Members and affiliates are responsible for placing orders for licenses within thirty (30) days of the date that Software is installed and/or deployed or otherwise used or made available for use by the Program Member or an affiliate.

License Certificates

Adobe provides a PDF certificate of each transaction that occurs. The certificate is automatically generated and posted to the Program Member's account in LWS and is provided for the customer's information only. A License Certificate is not considered proof of purchase for license compliance purposes. Certificate items include:

- Address
- Adobe End User ID
- Adobe Order Number
- Certificate ID
- CLP Agreement Number
- End User Name
- End User PO (purchase order)

- Licensing Program
- Products Licensed
- Quantity licensed
- Quantity returned, transferred, or upgraded
- Serial Numbers
- SKU Description
- SKU Number
- Stamp or other mark on certificate that indicates if the order is Returned, Upgraded, or Transferred
- Start and end dates for License, Upgrade Plan, Technical Support
- Total Product Point Value

Media and Documentation

Documentation is available online for most Adobe desktop products. Program Members may order any software media that they require. Quantities must not exceed the number of licenses being ordered and/or owned.

Electronic Software Delivery (ESD)

For the CLP membership, Adobe provides Electronic Software Delivery (ESD) for most products via the Adobe Licensing Website (LWS) (<https://licensing.adobe.com>). Program Members can only download products for which they currently have licenses, and some of the Adobe products may not be available through ESD. Adobe Customer Service can assist Program Members with ESD download issues.

Adobe provides the Program Member's Program Administrator, Self-enrolled Affiliates' Program Administrators, and any Deploy-to contacts listed on an order with access to a secure ESD server. These contacts may download any purchased Adobe desktop software product, provided they meet the conditions outlined in the License Purchase Requirements section on License Purchase Requirements.

The Program Administrator may grant additional users access to LWS with rights to use ESD, and may also transfer their administrative rights to a different contact within the organization.

NOTE

The number of downloads for each product is tracked on the download site and is available for Program Members to view on the ESD download screen.

Serial Numbers

Program Members are issued one serial number for each specific product as defined by version, language, and platform except for products that come in both Macintosh® and Windows® versions. For these products, Program Members receive serial numbers for both platforms, even when only one platform is licensed.

Program Members use their respective serial numbers for all installations of a given product. Serial numbers do not change when CLP memberships are renewed as long as the same End User ID is selected on the enrollment.

Program Members can retrieve serial numbers by logging into LWS and following the online instructions.

Improving Discount Levels

Program Members may achieve a better Discount Level as they and their affiliates continue to make purchases throughout the term of the CLP membership.

Re-leveling

On the 14th day of each month, Adobe reviews the total points purchased by each Program Member, including its affiliates, from the effective date of the Program Member's CLP membership through the 14th of that month. Only the points from orders that are placed and fulfilled on or by the 14th are considered in the monthly review of a Program Member's total points. For orders placed on the 14th but not fulfilled on the 14th, the points from these orders are included in the following month's point total review.

If a Program Member's total points accumulated through the 14th of the month have qualified the Program Member for the next Discount Level, beginning on the 15th of that month, the Program Member is eligible for the higher level. Adobe sends notification of the improved Discount Level to the Program Member's Program Administrator and the Program Administrator of each Self-enrolled Affiliate. Program Members are responsible for informing any other resellers with whom they do business of their improved Discount Level eligibility.

Example: Adobe receives an order from a CLP Reseller for ABC Company on July 10. ABC Company's CLP membership was effective as of April 3rd. On July 14th, Adobe calculates the total points for all orders placed and fulfilled by ABC Company and its affiliates from April 3rd to July 14th. If the total points put ABC Company in the next Discount Level, Adobe automatically changes the Program Member's Discount Level effective July 15th and notifies the Program Member.

Example: Adobe receives an order from a CLP Reseller for XYZ University on July 17th. Because the monthly point calculation takes place on the 14th, this order is added into the XYZ University's August 14th Discount Level validation. If the total points on August 14th put the XYZ University in the next Discount Level, the change takes effect August 15th.

NOTE

Returns may result in a CLP being re-leveled to a lower Discount Level.

Returns

Purchases made under a CLP membership may only be returned for one of the following reasons:

- The Program Member does not agree with the terms and conditions of the End User License Agreement (EULA).
- The wrong product, platform, or quantity was delivered. (This could include Adobe shipping the item requested on the Reseller's purchase order, but this information does not match what the Program Member ordered.)
- The Program Member receives a duplicate shipment or duplicate billing (due to a duplicate purchase order from the Reseller).
- The Program Member cancels the order (before receiving the order but after Adobe has shipped it).

Adobe must approve and issue a Returned Materials Authorization (RMA) for any return request. The Program Member must make the return request within 30 days of the original license order date. The request must state the reason for the return and provide proof of the original order date.

In order to issue credit, Adobe must receive, within 30 days of issuing the RMA, an Adobe Letter of Destruction (LOD) with an original authorized signature from the Program Member. The Reseller will provide the letter's wording.

If a return is approved, the Program Member's point totals are adjusted in the next month's report, and Adobe sends a confirmation email to the Deploy-to contact person (end user) listed on the order.

A Program Member may make a partial return of an order. However, Adobe may reject any partial return that would cause a decrease in the Program Member's Discount Level.

Following are some return examples that might affect Discount Level:

Example: LMN, a government organization, is at Discount Level 3 (a 300,000 point minimum), and it has 355,000 points. LMN decides to cancel its latest order before receiving it; the cancelled order is equal to 60,000 points. The next time LMN's points are re-evaluated, the reduction in points will re-level LMN to Discount Level 2. ($355,000 - 60,000 = 295,000$)

Example: ABC Company placed an initial order for 1000 licenses of Acrobat worth 300,000 points placing them in Discount Level 3. Before making any additional purchases, ABC Company submitted a return of 500 licenses. The return will reduce their accumulated points to 150,000, which is Discount Level 2. Adobe may reject the return until ABC Company amends its CLP membership to the new level.

Example: XYZ University wishes to return 100% of its initial order. It must submit a new order that meets the minimum initial point requirement in order to continue its CLP membership.

Upgrade Plan

Under Upgrade Plan, Program Members pay for the right to receive any upgrades that Adobe makes generally available for Adobe perpetual software licenses during the term of their Upgrade Plan coverage. Points are accumulated for Upgrade Plan purchases and contribute to the Program

Member's overall Discount Level. Not all Adobe products sold through CLP are eligible for Upgrade Plan. Please check with a reseller for a list of eligible products for Upgrade Plan coverage.

Coverage begins on the date of the Program Member's Upgrade Plan purchase order (PO) and ends on the same day that the CLP membership ends.

| | |
|-------------|---|
| NOTE | Upgrade Plan customers are entitled to perpetual license upgrades only. |
|-------------|---|

Program Members may purchase an Upgrade Plan for any new and/or upgrade perpetual licenses that are at the current version, provided the product is:

- a) eligible for Upgrade Plan coverage (contact a reseller for a list of products eligible for coverage) and
- b) Upgrade Plan is purchased at the same time as the perpetual licenses. The only exception to this rule occurs during the first three months of the CLP membership when the Program Member may purchase Upgrade Plan separately for current version perpetual software licenses purchased prior to the current CLP membership.

Coverage ordered for newly purchased licenses after the first three months of the CLP membership is prorated by three-month increments, as shown in this table detailing the Upgrade Plan SKUs by payment option:

| UPGRADE PLAN PAYMENT OPTIONS FOR CLP | | | | | | | | |
|--------------------------------------|-----------------------------|--------------|--------------|--------------|--------------|-------------|-------------|-------------|
| Payment Option | Month of the CLP Membership | | | | | | | |
| | 1-3 | 4-6 | 7-9 | 10-12 | 13-15 | 16-18 | 19-21 | 22-24 |
| 1-year | 12 month SKU | 9 month SKU | 6 month SKU | 3 month SKU | 12 month SKU | 9 month SKU | 6 month SKU | 3 month SKU |
| 2-year | 24 month SKU | 21 month SKU | 18 month SKU | 15 month SKU | 12 month SKU | 9 month SKU | 6 month SKU | 3 month SKU |

| | |
|-------------|---|
| NOTE | Program Members may not order more Upgrade Plans than the number of licenses owned, nor may they order Upgrade Plans for installed products for which they have yet to purchase the licenses. |
|-------------|---|

If Adobe discontinues a product for which a Program Member has ordered an Upgrade Plan, Adobe does not refund Upgrade Plan fees. In addition, Adobe does not provide any refunds, or credits for unused portions or pro-rations of Upgrade Plan.

Payment Options

Program Members may pay the Upgrade Plan fee in two annual installments or in a single payment. Whichever payment option a Program Member selects at the beginning of the CLP membership, will apply to all Upgrade Plan purchases throughout the two-year membership term.

Upgrade Plan Renewals

Program Members must renew their Upgrade Plan by the anniversary date that their Upgrade Plan expires or their coverage lapses. Early renewal (for the following term CLP) does not change a Program Member's anniversary date.

CLP Members entering into another two (2) year CLP membership have the option to renew their existing Upgrade Plan with either a 12 month or 24 month payment option.

Adobe notifies a Program Member via email 90 days before their Upgrade Plan coverage is due to expire. It also sends an alert to a Program Member's Licensing Website (LWS) Inbox with a reminder to renew. The message appears in the LWS Inbox 90 days prior to the expiration date and remains there for two years or until the Program Member or LWS archives the message.

CLP Membership Renewals

At the end of the two (2) year CLP membership, Program Members wishing to participate in another two (2) year CLP membership may be given the option of renewing⁴. Program Members keep the serial numbers and the End User ID from their prior CLP membership. However, the renewal CLP membership is assigned a new CLP Agreement Number.

Early renewal does not change the Program Member's anniversary date.

Renewal Notification

Adobe notifies the Program Member in advance of their CLP membership expiration date and that their CLP membership is due for renewal. Renewals should be submitted 10 days before the CLP membership expiration date in order to be executed on time.

Renewal Requirements

Program Members who wish to enroll in the program for an additional two-year membership are required to re-enroll online.

⁴If the CLP program is being made available at such time.

The initial purchase for a CLP membership renewal is waived when the Program Member's total points accumulated under the previous CLP membership are equal to or greater than the minimum point requirement of any given Discount Level. In order to determine if a Program Member qualifies for renewal without an initial purchase, they should compare their existing point total to the minimum Discount Level values of the CLP membership. If the point total is equal to or greater than the minimum point requirement of any Discount Level under the CLP membership, then the Program Member may renew at that level with no initial purchase.

NOTE

Program Members who renew their CLP membership and set their new Discount Level based upon point accumulation from their previous CLP membership (instead of placing an initial order) begin the new CLP membership with zero (0) points.

Renewal Examples

The following examples are based on Commercial Program Members in U.S. and Canada that select Discount Level 1 (minimum point value: 8,000).

Example: The Program Member's initial order is valued at 8,000 points. Over the term of the two year CLP membership, the Program Member places additional orders valued in total at 17,000 points. At the end of the CLP membership, the Program Member has accumulated 25,000 points. The Program Member compares their 25,000 points to the minimum points required for Discount Level 1 (8,000 points) and Discount Level 2 (100,000 points). The Program Member finds that they have exceeded the minimum point requirement for Discount Level 1, but have not exceeded the minimum point requirement for Discount Level 2. The Program Member may renew into Discount Level 1 with no initial purchase required.

Example: The Program Member's initial order is valued at 100,000 points. Over the course of the 2 year CLP membership, the Program Member places additional orders valued in total at 260,000 points. At the end of the CLP membership, the Program Member has accumulated 360,000 points. The Program Member compares their 360,000 points to the minimum points required for Discount Level 2 (100,000 points) and Discount Level 3 (300,000 points). The Program Member finds that they have exceeded the minimum point requirement for Discount Level 2 and Level 3. The Program Member may renew into Discount Level 3 with no initial purchase required.

Affiliate Renewals

Affiliates wishing to participate in the CLP membership after the expiration of their initial membership may do so after the Program Member has re-enrolled.

If a Program Member does not renew the CLP membership for any reason, the associated affiliate may not renew.

CLP Membership Policies

In addition to the CLP membership details already described, Adobe maintains the following CLP membership policies to ensure that Program Members fully understand the membership and software use requirements under the program.

Backward Licensing

Adobe allows Program Members to order a current-version license but use a prior version as long as the customer already owns a license of the prior version. Qualifying members can contact Adobe Customer Service to request access to a previous version of perpetual licenses via ESD (if available) up to one version back. Even when using an earlier version, the Program Member must follow all guidelines of the current- version EULA. Media, documentation, and/or support for older product versions may no longer be available.

For example: ABC Company currently uses Acrobat X throughout the company and needs 100 additional licenses, but Adobe now sells Acrobat XI. ABC Company may purchase the 100 licenses as Acrobat XI, but install Acrobat X. However those 100 licenses have to follow the Acrobat XI EULA.

Cross-language Licensing

Licenses sold in a specific language grant use rights to that language. Licenses sold with the designation of "All" as their language do allow Program Members to deploy the product in any language they choose.

Exceptions to the conditions above may apply when the Program Member has active Upgrade Plan coverage and the new version of their product is not available in the originally licensed language, or a new local language is made available. In these instances Adobe will communicate what cross-language rights may apply.

Cross-platform Licensing

Program Members receive product serial numbers and media, if ordered, for both Windows and Mac as long as the product is available for both Windows and Mac and the two platforms are at the same version. Program Members can choose to use either platform, so long as the total number of licenses being used does not exceed the number purchased.

End User License Agreement

All use of the product is governed by the End User License Agreement (EULA) for the product, which usually must be accepted by electronic click through. EULAs may be found at (<http://www.adobe.com/legal/licenses-terms.html>). Where the CLP Membership Agreement terms and conditions conflicts with a EULA, the CLP Membership Agreement terms and conditions supersedes the EULA, but only as is necessary to resolve the conflict.

Worldwide Currencies

Adobe publishes CLP pricing for Resellers in USD, EURO, GBP, AUS, and the Japanese Yen. A price list for Resellers is published in each currency, based on established exchange rates.

| | |
|-------------|---|
| NOTE | <p>The price lists may or may not represent the same price worldwide. Pricing may vary based on exchange rates and other factors.</p> <p>A Program Member's worldwide CLP membership does not necessarily guarantee the same pricing worldwide. Only access to the same Discount Level.</p> |
|-------------|---|

All fees for the Licenses, Support and Upgrade Plans are determined by the Reseller. Adobe does not set the pricing that Resellers may charge and the Program Member is free to negotiate fees directly with Resellers. In matters such as price, delivery, method of installation and payment terms must be agreed between the Program Member and its Reseller.

Adobe sets the following standards about currency and transactions:

- Each worldwide region has a designated single currency.
- Resellers are required to transact each order with Adobe in the appropriate regional currency.
 - Worldwide Resellers may choose to transact orders in other local currencies; however, they must complete each transaction with Adobe in the appropriate regional currency.
- The appropriate regional currency is determined based on the end user address where the order is being deployed or shipped (the Deploy-to address).

The following table lists the currency for each country or region:

| Deploy-to Region (Country) | Currency |
|---|----------|
| US and Canada | USD |
| Latin America (Including Mexico and the Caribbean) | USD |
| UK | GBP |
| Europe (All EU and EFTA countries) | EURO |
| Deploy-to Region (Country) | Currency |
| Rest of Europe (All non-EU/EFTA countries in Europe and Eastern Europe) | USD |

| | |
|---|-----|
| Middle East and Africa | USD |
| Asia Pacific (Includes China, Taiwan, all of Southeast Asia, India, and all other countries in Asia and excludes Japan) | USD |
| Australia and New Zealand | AUS |
| Japan | Yen |

Transfer of License

Adobe's product EULAs may permit the transfer of software licenses to another person or legal entity. However, CLP licenses may not be transferred as broadly, and any CLP license transfer must meet the terms of the CLP Agreement and the transfer policy requirements outlined below. Program Members may transfer CLP licenses may transfer to any TLP customer, CLP Program Member and/or Self-enrolled Affiliates of a different CLP Program Member, such as when it becomes necessary due to mergers, acquisitions, consolidations, or divestitures. The following is the policy for the transfer of a license:

- Program Members may transfer licenses to any other qualifying Program Member or Self-Enrolled Affiliate of another CLP Member, as well as to any organization participating in TLP.
- Both the previous and new licensees must complete and sign the Transfer of License form.
- The new licensee must agree to the terms of the EULA.
- The transferor must destroy all copies the software and all printed materials.
- License transfers include all current version and all previous versions of a given product.
- CLP points credit transfers to the new licensee. TLP points are not creditable towards CLP.
- Active Upgrade Plan for a license must be transferred along with the license.
- Transfer of licenses must be done within the same region & market segment in which they were originally acquired (Worldwide CLP Members are permitted to transfer licenses outside of the original region).
- Transfers of licenses are not intended to correct order errors, name or address changes, or managing licenses internally for customers.
- Transfers across market segments are not permitted.
- Media and ESD entitlement is not transferable.
- Transfers within an End User to a different Deploy to are not permitted.

Termination

Termination is when the CLP Membership Agreement between Adobe and a Program Member or Self-enrolled Affiliate ends prior to the time the CLP membership is scheduled to end.

NOTE

Any Upgrade Plan purchased during the CLP membership is forfeited when a CLP membership is terminated.

A Program Member or Self-enrolled Affiliate may voluntarily terminate their membership by contacting Adobe. Adobe or Program Member may terminate the CLP Membership Agreement with or without cause on sixty (60) days prior written notice as defined in the CLP Membership Agreement.

The termination of the CLP membership by a Program Member includes the termination of membership for the Program Member's affiliates. If a Self-enrolled Affiliate voluntarily terminates their membership, the Self-enrolled Affiliate will no longer make purchases that contribute to the Program Member's accumulated points.

Adobe also reserves the right to terminate or suspend a CLP membership for failure to place an initial order. For more information, see Initial Order on page 11.

Use of Information

Adobe may use information about Program Members or affiliates for purposes of administering the CLP membership and for fulfilling its obligations under the CLP Membership Agreement. Such information may be used among Adobe entities worldwide and among Resellers worldwide. This includes but is not limited to, the following:

- Sharing necessary program information of any Program Member or affiliates, including CLP Agreement Number, End User ID, and name and contact details of a CLP Program Administrator, with its Reseller and with Adobe entities involved in program administration, wherever they may be located.
- Sharing information about a Program Member with its affiliates, or vice-versa
- Adobe will use the name and contact details of a Program Member, Program Administrator, or affiliate Program Administrator to send program related communications to such licensing contacts. This includes, but is not limited to, notices of upgrades, program changes, and notice of discontinuance of SKUs.
- Program Members will have the ability to view all program and order information for all of its affiliates, while affiliates members will only have access to information for orders placed by their own organization.

Glossary of Terms

Account Type — an organizational entity of a specific user type (e.g. End User, Deploy-to, etc.), not an individual that accesses the Licensing Web Site.

Channel Partner — either a Reseller or a Sold-to Partner.

CLP Reseller — any channel partner authorized to sell CLP. Formerly known as Adobe License Center or ALC.

Commercial Affiliate — any corporation, firm, partnership or other entity that has legal personality that directly or indirectly owns, is owned by, or is under common ownership with a CLP Program Member of at least 50 percent (%) of its equity (or such lesser percentage that is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction).

Cross-platform license — where available, each Macintosh® or Windows® license for a product at the same version on both platforms entitles the user to run the software on either platform, but not on both. The CLP Program Member receives both a Macintosh and a Windows serial number with each transaction for every product license. Cross-platform licensing only applies to Macintosh and Windows platforms, not to other platforms such as UNIX, Linux, and so on.

Default Contact — receives communications from Adobe if the original contact intended to receive the communication is no longer a part of the organization (i.e. Resellers and Deploy-to's). For example, if a contact person listed on an order has been removed from your organization, the Default Contact person will receive any subsequent communications regarding that order.

Deploy-to — person, location, or other information about where an Adobe product is being used or deployed. Channel Partners and Resellers are not allowed to be a Deploy-to contact person on an order. If the customer would like the Channel partner to have access to their account, they can add the Channel Partner as a Deploy- to contact.

Discount Level — pricing level that a CLP Program Member achieves under CLP, based on the Program Member's initial order value plus incremental order values. The level is determined by the total point value of the products and Upgrade Plan ordered by the Program Member and its affiliates.

Education Affiliate — an entity that has legal personality, and are related schools, colleges, and/or universities under the ownership or control of the educational institution that is the CLP Program Member.

"End User License Agreement" or "EULA" — Adobe's then current Software Product End User license agreement(s) and/or terms of use for the relevant Software Product, that is included with each Software Product generally in electronic form as part of a product installer or provided by url, web address, link or other means.

End User — customer's primary location or location they want associated with their CLP membership.

End User ID — a number that results when Adobe creates a new account. Information about all orders for that account can be found within the Adobe Licensing Web Site (<https://www.licensing.adobe.com>) using the End User ID. This number is different from a Program Member's CLP Agreement Number, which is valid only during the two-year duration of the CLP

membership. Members retain the same End User ID even after a membership expires, and a new one begins.

Government Affiliate — any government entity that is subject to the same organizational, political, and regulatory schemes as the government entity that is the CLP Program Member. For example, where a state government is the Program Member, counties, boroughs, and/or municipalities are affiliates.

Initial Discount Level — Discount Level that a CLP Program Member starts with when they enroll in the CLP membership. The initial Discount Level is based on the Program Member's initial order.

Initial Order Points — number of points a CLP Program Member's initial order is translated into. The initial order points helps determine at which Discount Level a Program Member begins their CLP membership.

Initial order requirement — minimum order that must be placed within 30 days after Adobe issues a CLP Agreement Number, in order to qualify the CLP Program Member for participation in the CLP membership.

Licensing Contact — Licensing Contact is any individual who is associated with an Account in the LWS. This contact person may be listed on a particular order and would then receive communication regarding that order.

Licensing Website — <https://www.licensing.adobe.com>, the source used by Adobe sales, the channel, and Adobe Buying Programs participants for information on current accounts.

Media — a physical disc containing Adobe software, such as a CD or DVD.

Media Ship-to — the Customer, CLP reseller, Distributor or Reseller location where the physical disc containing Adobe software, such as a CD or DVD, is being deployed. Customers who are listed as a Media Ship-to address on an order will not have access to LWS.

Member-listed Affiliate — affiliate of a CLP Program Member who is listed on Program Member's CLP Membership Agreement. A Member-listed Affiliate does not need to enroll separately, they are able to purchase under the Program Member's CLP Membership Agreement and receive the same Discount Level. Any orders placed by a Member-listed Affiliate accumulate applicable points towards the Program Member's membership. Member-listed Affiliates do not have an initial purchase requirement.

Named User — each Deploy-to name on a license is a named user.

Primary Contact — the only person that can add or remove contacts for the organization (i.e. Sold-to Partners and Cost Centers), and also receives all communication from Adobe relating to their volume licensing account

Point Value — a method of establishing a single worldwide value for Adobe desktop products and Upgrade Plan.

Product Pool — a collection of Adobe software products with similar characteristics.

Program Administrator — the main point of contact for certain types of licensing programs such as CLP as well as Self-enrolled Affiliates of a CLP Program Member. The Program Administrator has

certain privileges in comparison to other persons and receives special communications from Adobe about program details as well as the ability to change certain preferences about that specific licensing program.

Reseller — an entity that purchases software from a Sold-to Partner and sells it directly to a customer.

Self-enrolled Affiliate — affiliate of the CLP Program Member who submits a CLP membership enrollment form on their own behalf.

Sold-to Partner — the physical location of the reseller, or Distributor to whom Adobe sold the goods and/or services.

Total Points Value — value of a CLP Program Member's order calculated by adding the point value of each License and Upgrade Plan. (Media and documentation do not contribute to the total point value.)

Upgrade Plan — to pay for the right to receive any perpetual license upgrades that Adobe makes generally available during the term of the Upgrade Plan coverage.

For more information

To learn more about Adobe Buying Programs, contact your Adobe sales representative or visit www.adobe.com/aboutadobe/volumelicensing.



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