



RESELLER ADDENDUM TO PARTNER GENERAL TERMS (2025v1)

1. **DEFINITIONS.** The defined terms used but not defined in this Reseller Addendum (“**Addendum**”) have the meanings given to those terms in the Partner General Terms. In this Addendum:

- 1.1 “**Customer Data**”, “**Customer Site**”, and “**Users**” have the meanings given in the Minimum Terms.
- 1.2 “**Data Privacy Claim**” means a Claim arising from (a) a Party’s failure to comply with the applicable data security and privacy laws, a breach of a privacy obligation to a third party, or the roles, responsibilities, and obligations set forth in the applicable Data Processing Addendum, or (b) Partner’s or Customer’s failure to comply with (i) the Third-Party Providers section of the Minimum Terms, (ii) the Responsibility section of the Minimum Terms or (iii) Customer’s terms of use and privacy policy.
- 1.3 “**Data Processing Addendum**” means the Data Processing Addendum found at <https://www.adobe.com/legal/terms/enterprise-licensing/data-protection.html> (or successor website thereto) and incorporated by reference (except where explicitly agreed otherwise between the Parties) and where references to Customer shall mean Partner, except to the extent necessary to reflect that Adobe shall act as sub-processor to Partner who is acting as processor for the Data Controller as that term is defined in the Data Processing Addendum.
- 1.4 “**Distributed Code**” means HTML tags, JavaScript code, object code, plugins, SDKs, APIs, or other code provided by Adobe for Customer to deploy as required for use of the applicable Cloud Services.
- 1.5 “**Indemnified Technology**” means Cloud Services or On-premise Software (as applicable), paid for by Partner.
- 1.6 “**License Term**” means the earlier of the duration of the license for the Products and Services as stated in the Partner Sales Order, or any shorter term arising from a termination or expiration of this Agreement.
- 1.7 “**Minimum Terms**” means the most recent version of the terms and conditions (currently called “Minimum Terms” required to be put in place between Partner and Customer, found at <https://www.adobe.com/legal/terms/partner-experience-cloud-licensing.html> (or successor website thereto)) and incorporated by reference except where explicitly agreed otherwise between the Parties.
- 1.8 “**Product Specific Licensing Terms**” or “**PSLT**” means the Product Specific Licensing Terms document published by Adobe on <http://www.adobe.com/legal/terms/enterprise-licensing.html> (or successor website thereto) that describes the additional licensing terms for specific Products and Services.

2. APPOINTMENT

2.1 Reseller.

- (A) Subject to the terms of the Agreement (including, without limitation, the payment obligations set forth herein) Adobe appoints Partner as an Adobe reseller, on a non-exclusive basis, to resell directly to Customer the Products and Services contained in the Partner Sales Order for Customer’s own use (and not for resale, remarketing, or distribution).
- (B) **Pricing; Adobe Rights.** Adobe reserves the right to:
 - (1) independently set recommended retail prices for Products and Services regardless of the distribution or resale channel;
 - (2) independently set customer prices for Products and Services solely to the extent sold by Adobe directly to customers (rather than via a third party, such as a reseller);



(3) independently or through its licensees, distributors, resellers or agents, market, sell, and provide, and to appoint others to market, sell, and provide, the Products and Services to any and all customers and potential customers worldwide; and

(4) choose to offer, at its sole discretion, support and maintenance services for the Products and Services as well as providing other services with respect to such Products and Services according to Adobe's own standard practices.

2.2 **Partner Obligations.** Partner will not (i) make any false or misleading representations with regard to the Products and Services; (ii) publish or employ, or cooperate in the publication or employment of, any misleading or deceptive advertising material with regard to or the Products and Services; or (iii) make any representation, warranties or guarantees to actual or potential Customer(s) with respect to the specifications, features or capabilities of the Products and Services that are inconsistent with the then-current Documentation for the Products and Services.

2.3 **Support Services.** Unless otherwise provided for in the Partner Sales Order, as an Adobe reseller, Partner will provide all implementation and first line support services to Customer. Partner will be Customer's first point of contact to respond to any questions from Customer about implementation and usage of the Products and Services.

2.4 **Free Versions.** Adobe may provide, at no additional cost, access to Adobe software or services hosted by or on behalf of Adobe and provided to Customer (through Partner) as a shared instance ("**Free Versions**"). At its option, Customer may use the Free Versions, subject to the Minimum Terms. Notwithstanding the foregoing, the Free Versions will be provided to Customer (through Partner) on an "AS-IS" basis, without warranty, and are not Indemnified Technology.

3. PAYMENT OF FEES

3.1 **Customer Pricing.** Partner shall solely set its own prices for sales to its Customers of any Products and Services and Professional Services, and Adobe retains no control over Partner's prices.

3.2 **Payment.** Partner must pay Adobe the fees according to the payment terms in the applicable Partner Sales Order. All invoices will be delivered electronically to Partner. Adobe may charge interest at a monthly rate equal to the lesser of 1% per month or the maximum rate permitted by applicable law on any overdue fees, from the due date until the date the overdue amount (plus applicable interest) is paid in full. Any fees that are unpaid as of the date of termination or expiration will be immediately due and payable. Partner agrees to provide clear indication within its form of payment or by email to sjar@adobe.com no later than the date of payment, as to which invoices such payment should be applied. If Partner is located in APAC, these payment details should be emailed to bvar@adobe.com, in either case, no later than the date of payment. If Partner is not a publicly traded corporation, upon Adobe's request, Partner will provide the necessary financial documents to allow Adobe to ascertain the creditworthiness of Partner.

3.3 **Failure to Pay.** If Partner fails to pay any amount due under this Addendum according to the payment terms in the Partner Sales Order, Adobe will send Partner a reminder notice. If Partner fails to pay within 15 days of the date of the reminder notice, Adobe may, in its sole discretion, terminate the Partner Sales Order or suspend or restrict the provision of the Products and Services.

3.4 **Disputes.** If Partner believes in good faith that Adobe has incorrectly billed Partner, Partner must contact Adobe in writing within 30 days of the invoice date, specifying the potential error. Unless Partner has correctly notified Adobe of the dispute, Partner must reimburse Adobe's reasonable collection costs. Partner must pay the undisputed portions of Adobe's invoice.



- 3.5 **Taxes.** Prices in the Partner Sales Order and Adobe price lists do not include sales, use, value-added, goods and service and other similar transaction taxes (“**Transaction Taxes**”). If Partner is located in India, Philippines, Vietnam, Indonesia or Thailand, Partner must self-assess and remit all Transaction Taxes to the appropriate tax authority. If Partner is located in any other country, Adobe will invoice Partner for any applicable Transaction Taxes, and Partner must pay all applicable Transaction Taxes. Where Partner claims that any Transaction Taxes are not applicable, Partner must provide Adobe with a valid tax-exemption documentation before the later of (i) placing an order with Adobe; or (ii) the earliest invoice date, in order for Adobe to not invoice Partner for applicable Transaction Taxes. Partner is responsible for all customs, duty, tariff and similar fees levied upon the delivery of Products and Services. Partner is responsible for obtaining, at its expense, all required import licenses, permits or other governmental orders.
- (A) Partner agrees to charge Transaction Taxes to Customer on the subsequent resale of Products and Services. If Partner fails to pay Transaction Taxes as of the original due date and Adobe receives any notice (“**Assessment**”) from any taxing authority that such Transaction Taxes are due from Adobe, Adobe shall give Partner written notice of the Assessment and Partner shall pay to Adobe or to taxing authority the Assessment amount within thirty (30) days of notice from Adobe.
- (B) If Partner is required to withhold any tax, including income taxes, from its payment to Adobe, Partner agrees to send Adobe an official tax receipt within 60 days of payment to Adobe. Partner shall have no recourse against Adobe for such withholding taxes unless Partner paid such withholding taxes to the appropriate taxing authority at the time of the applicable remittance to Adobe. All withholding tax certificates or receipts must be forwarded in a PDF format to Adobe Systems Software Ireland Limited via e mail ID credit-ir@adobe.com, and the original certificate mailed to Adobe: Attention Credit Department, Adobe Systems Software Ireland Ltd, 4-6 Riverwalk, Citywest Business Campus, Saggart, Dublin 24, Ireland.

4. ORDERS; DELIVERY

- 4.1 **Order Acceptance.** Partner shall not license, disclose or otherwise provide the Products and Services to any Customers unless and until Adobe has signed the Partner Sales Order. Adobe may reject any order from Partner not conforming to the terms of the Agreement, and no order shall be provisioned except pursuant to a signed Partner Sales Order.
- 4.2 **Order Requirements.** Upon Adobe’s request, Partner shall provide documentation to Adobe to show that Partner has received a valid Customer Order from a Customer prior to entering into a Partner Sales Order with Adobe. Partner will ensure that any Customer Order contains terms and information substantially similar to the Partner Sales Order, including license metrics, quantities and length of term, except that pricing, payment, financing, delivery, and any tax terms, as applicable, will be as agreed between Partner and Customer. Partner agrees to, and hereby does, release and discharge Adobe from any claims, obligations or liabilities arising from or related to any:
- (A) differences between the Partner Sales Order and Customer Order; or
- (B) additional terms contained in the Customer Order that are not reflected in the Partner Sales Order.
- 4.3 **Delivery.** On-premise Software will be deemed to be delivered and accepted by Customer on the earlier of the date the On-premise Software is made available for electronic download or physical shipment, if applicable. Cloud Services are deemed to be delivered and accepted by Customer on the License Term start date in the Partner Sales Order. In the event Customer is given access to the Products and Services prior to the License Term Start Date, such access is granted solely for implementation and testing purposes.
- 4.4 **Purchase Order.** Any terms or conditions in Partner’s purchase order, or any other related documentation submitted by or on behalf of a Customer to Adobe or Partner do not form part of the Agreement and are void, unless otherwise expressly agreed in writing and signed by Adobe.



5. LICENSE AND RESTRICTIONS

5.1 **License Grant from Adobe.** Subject to the terms of the Agreement, Adobe grants Partner a limited, non-exclusive, royalty-bearing, non-transferable, non-sublicensable, right to (i) resell, and (ii) grant the rights set forth in the then-current Minimum Terms in and to the Products and Services listed in the Partner Sales Order directly to Customers during the Term of the Agreement.

(A) **Minimum Terms.** All use of the Products and Services by Customers shall be subject to the Minimum Terms. Partner must ensure that each Customer has accepted the Minimum Terms prior to such Customer's access to or use of the Adobe Products and Services, and Partner will use best efforts to enforce the Minimum Terms with each Customer. Partner is not permitted to make any material changes to the Minimum Terms without Adobe's prior written consent, and any such purported changes are void. Adobe will have no obligation to provide the Products and Services, to any Customer if Partner has not executed a binding legal agreement with each such Customer acknowledging and agreeing to terms substantially similar to, and no less restrictive than, the Minimum Terms, nor will Partner provide such Products and Services to a Customer that has not executed the same. Adobe may update the Minimum Terms from time to time in its sole discretion by providing Partner with at least 30 days' notice.

(B) **Managed Services.** Notwithstanding anything to the contrary in the Minimum Terms or Documentation, for any Adobe Managed Services, Adobe has no obligation to:

- (1) perform pre-production work, customization or modification of the Adobe Products and Services for Customer unless coordinated through Partner,
- (2) meet or provide remedies for any service level related objectives to Customer,
- (3) provide staging software, development software, or development consultants to Customer, or
- (4) provide any support to Customer.

(C) **Data Processing Addendum.**

- (1) Partner will enter into a separate data processing agreement with the Customer which contains terms and information that are materially the same and no less protective for Adobe as those in the Data Processing Addendum ("**Partner DPA**"). Except where expressly otherwise provided for in this Agreement, Partner agrees to, and hereby does, release and discharge Adobe from any claims, obligations or liabilities arising from or related to any such Partner DPA.
- (2) For the avoidance of doubt, the Data Processing Addendum is entered into solely between, and may be enforced only by, Adobe and Partner. To the maximum extent permitted under applicable law, the Data Processing Addendum shall not be deemed to create any rights or causes of action in or on behalf of any third party, including any Customers, or to create any obligations of Adobe to any such third parties.

5.2 **Partner Use of Products and Services for the Benefit of Customer**

- (A) If Partner operates, uses, or accesses the Products and Services, Partner must obtain the right to do so from Customer pursuant to the Outsourcing and Third-Party Access section of the Minimum Terms prior to such operation, use, or access.
- (B) Partner may not utilize the Adobe Products and Services for its own internal business use except pursuant to a separate agreement for that purpose. The rights granted pursuant to section 5.1 (License Grant from Adobe) are solely in connection with the Products and Services and for Customer's internal business purposes. Nothing in this section grants any express or implied license to use, engage, modify, copy, link, or translate the Distributed Code other than in connection with Customer's use of the Products and Services. Any use, modification, copying,



linking, translating, or reverse engineering of the Distributed Code to enhance or enable usage of any third-party product or service is hereby expressly prohibited. Adobe reserves all other rights not expressly granted in the Agreement.

6. WARRANTIES

- 6.1 **Limited Warranty and Remedy for Cloud Services.** Adobe warrants solely to Partner that the Cloud Services, as delivered by Adobe, will substantially conform to the applicable Documentation during the License Term, to the extent that the Cloud Services constitute Indemnified Technology. Partner must notify Adobe of a claim under this warranty within 45 days of the date on which the condition giving rise to the claim first appeared. To the extent permitted by law, Partner's sole and exclusive remedy and Adobe's sole liability and obligation under or in connection with this warranty will be a replacement of the Distributed Code (as applicable), or if replacement is not commercially reasonable, a termination of the applicable Cloud Service and a refund of any pre-paid fees for the unused portion of the license (calculated at the date of termination) for the applicable Cloud Services.
- 6.2 **Limited Warranty and Remedies for On-premise Software.** Adobe warrants solely to Partner that the On-premise Software will substantially conform to the applicable Documentation for 120 days following the delivery of the On-premise Software, to the extent that the On-premise Software constitutes Indemnified Technology. Partner must make these warranty claims to Adobe within this 120-day period. To the extent permitted by law, Partner's sole and exclusive remedy and Adobe's sole liability and obligations under or in connection with this warranty will be, at Adobe's option, a replacement of the On-premise Software, or refund of any pre-paid fees for the unused portion of the license (calculated at the date of termination) for the On-premise Software.
- 6.3 **Implied Warranties. To the maximum extent permitted by law and except for the express warranties made by Adobe in sections 6.1 and 6.2, Adobe provides the Products and Services on an "as-is" basis. Adobe, its Affiliates, and third-party providers disclaim and make no other representation or warranty of any kind, express, implied or statutory, including representations, guarantees or warranties of merchantability, fitness for a particular purpose, title, non-infringement, or accuracy.** Partner acknowledges that (A) neither Adobe, its Affiliates nor its third party providers controls Partner's or Customers' equipment or the transfer of data over communications facilities (including the internet); (B) the Products and Services may be subject to limitations, interruptions, delays, cancellations, and other problems inherent in the use of the communications facilities (including search engines and social media channels); and (C) Partner or Customers are fully responsible for installing appropriate security updates and patches. Adobe, its Affiliates, and its third-party providers are not responsible for any interruptions, delays, cancellations, delivery failures, data loss, content corruption, packet loss, or other damage resulting from these problems.
- 6.4 **Non-Excludable Provisions.** Nothing in this Agreement excludes, restricts, or modifies any right or remedy, or any guarantee, warranty, or other term or condition, implied or imposed by any law which cannot lawfully be excluded or limited. This may include any consumer law which contains guarantees that protect the purchasers of goods and services in certain circumstances. If any guarantee, warranty, term, or condition is implied or imposed concerning this Agreement under any consumer law or any other applicable law and cannot be excluded (a "**Non-Excludable Provision**"), and Adobe is able to limit Partner's remedy for a breach of the Non-Excludable Provision, then the liability of Adobe for breach of the Non-Excludable Provision is limited to one or more of the following, to one or more of the following, at Adobe's option:
- (A) in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or
 - (B) in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.



7. THIRD PARTY INTELLECTUAL PROPERTY CLAIMS

- 7.1 **Adobe's Obligations.** Adobe will defend, at its expense, any third-party Claim against Partner during the License Term to the extent the Claim alleges that (A) the Indemnified Technology directly infringes the third party's patent, copyright or trademark; or (B) Adobe has misappropriated the third party's trade secret ("**Infringement Claim**"). Adobe will pay the Partner any damages finally awarded by a court of competent jurisdiction (or settlement amounts agreed to in writing by Adobe).
- 7.2 **Adobe's Response.** In the defense or settlement of any Infringement Claim, Adobe may, at its sole option and expense:
- (A) procure for Partner a license to continue reselling the Indemnified Technology under the terms of this Addendum;
 - (B) replace or modify the allegedly infringing Indemnified Technology to avoid the infringement; or
 - (C) where (A) or (B) are not reasonably or commercially feasible, terminate the license and access to the Indemnified Technology (or its infringing part), and refund:
 - (1) in the case of Indemnified Technology licensed for a limited term, the applicable prepaid unused fees as of the date of termination; or
 - (2) in the case of On-premise Software licensed for a perpetual term, an amount equal to the pro-rata value of the On-premise Software, calculated by depreciating the fee paid by Partner, for the On-Premise Software on a straight-line basis using a useful life of 36 months from the date of initial delivery of the On-premise Software, but only if Partner purges and destroys, and ensures the Customer purges and destroys, all copies of the On-premise Software (and any related materials) and Distributed Code from all computer systems on which it was stored.
- 7.3 **Conditions.** Adobe will have no liability for any Infringement Claim:
- (A) that arises from any:
 - (1) use of the Indemnified Technology in violation of the Agreement or the Minimum Terms;
 - (2) modification of the Indemnified Technology by anyone other than Adobe;
 - (3) failure by Partner to install, or failure by Partner to require the Customer to install, the latest updated version of the Indemnified Technology as requested by Adobe to avoid infringement;
 - (4) third party products, services, hardware, software or other materials, or combination of these with the Indemnified Technology, if the Indemnified Technology would not be infringing without this combination;
 - (5) claims by Customers, or
 - (B) if Partner fails to:
 - (1) notify Adobe in writing of the Infringement Claim promptly upon the earlier of learning of or receiving a notice of it, to the extent that Adobe is prejudiced by this failure;
 - (2) provide Adobe with reasonable assistance requested by Adobe for the defense or settlement (as applicable) of the Infringement Claim;
 - (3) provide Adobe with the exclusive right to control and the authority to settle the Infringement Claim; or
 - (4) refrain from making admissions about the Infringement Claim without Adobe's prior written consent.



- 7.4 **Sole and Exclusive Remedy.** The remedies in this section 7 (Third Party Intellectual Property Claims) are Partner's sole and exclusive remedies and Adobe's sole liability regarding the subject matter giving rise to any Infringement Claim.
- 7.5 **No Exclusion of Mandatory Law.** Nothing in this section is intended to supersede any applicable law that would preclude Partner or Adobe from providing an indemnification under this section.

8. OTHER CLAIMS

- 8.1 **Partner's Obligations.** Partner will, at its expense, defend or settle any third-party Claim against Adobe to the extent it arises from:

- (A) the performance of, or infringement by, software, services, equipment, or materials (including Partner Intellectual Property) not supplied by Adobe or Partner;
- (B) any Customer Customization (as defined in the applicable PSLT), or Customer Data;
- (C) Partner's failure to secure Customer's agreement to the Minimum Terms.

Partner will pay any damages finally awarded by a court of competent jurisdiction (or settlement amounts agreed to in writing by Partner).

- 8.2 **Data Privacy Claims.**

- (A) **Cooperation and Mitigation.** Both Partner and Adobe will co-operate in good faith to avoid and mitigate Data Privacy Claims, keeping in consideration the rights of affected data subjects and the reputation of each Party. The Parties agree to provide each other reasonable assistance in investigating, mitigating, and resolving any Data Privacy Claims. Any information and materials exchanged or discovered in the course of such investigations, mitigation, and resolution will be the disclosing Party's Confidential Information.
- (B) **Data Privacy Claims.** Indemnifying Party will, at its expense, indemnify and defend the Indemnified Party against those losses of the Indemnified Party set out below in this section to the extent: (1) permitted by law; and (2) directly attributable to a third-party Data Privacy Claim against the Indemnified Party:
 - (1) Settlement amounts negotiated by Indemnifying Party;
 - (2) Damages finally awarded by a court;
 - (3) Administrative fines or penalties imposed by a regulatory authority;
 - (4) Reasonable attorney's fees; and
 - (5) Reasonable out-of-pocket expenses associated with satisfying applicable statutory requirements related to forensic analysis, credit monitoring, and notifying affected individuals of the incident giving rise to the Data Privacy Claim, as applicable. Such expenses do not include costs relating to fees imposed by dispute resolution body in connection with claims brought by third parties against the Indemnified Party unless awarded as damages against the Indemnified Party.
- (C) **Exception.** Indemnifying Party will have no liability for or obligation to defend any Data Privacy Claim to the extent such Claim arises from any act or omission of Indemnified Party that impedes or prevents Indemnifying Party's ability to comply with applicable data security and privacy laws.
- (D) It is hereby clarified that, under section 8.2 (B), Indemnifying Party will mean:
 - (1) Adobe when a Data Privacy Claim arises due to Adobe's act or omission; and



- (2) Partner when a Data Privacy Claim: (i) arises due to the act or omission of the Partner or the Customer; or (ii) is raised by the Customer against Adobe (and for clarity, any Customer claim against Partner shall not be deemed to be a third party Data Privacy Claim).

8.3 **Conditions.** Indemnifying Party, as applicable, will have no liability for any Claim under this section 8 (Other Claims) that arises from any failure of Indemnified Party (to the extent permitted by applicable law) to:

- (A) promptly notify the Indemnifying Party of any Claim in writing, upon the earlier of learning of or receiving a notice of it, to the extent that Indemnifying Party is prejudiced by this failure;
- (B) provide Indemnifying Party with reasonable assistance requested by Indemnifying Party for the defense or settlement (as applicable) of the Claim;
- (C) provide Indemnifying Party with the exclusive right to control and the authority to settle the Claim; and
- (D) refrain from making any admissions or statements about the Claim without Indemnifying Party's prior written consent.

8.4 **Sole and Exclusive Remedy.** The remedies in this section 8 (Other Claims) are the Indemnified Party's sole and exclusive remedies and Indemnifying Party's sole liability regarding the subject matter giving rise to any such Claim.

8.5 **No Exclusion of Mandatory Law.** Nothing in this section is intended to supersede any applicable law that would preclude Partner or Adobe from providing an indemnification under this section.

9. SPECIFIC PROVISIONS FOR PROFESSIONAL SERVICES

9.1 **Employment Taxes and Obligations.** Adobe is responsible for all taxes and any employment obligations arising from its employment of personnel and contractors to perform the Professional Services.

9.2 **Warranty.** Adobe warrants solely to Partner that the Professional Services will be performed in a professional and workmanlike manner. Partner must notify Adobe in writing of any breach of this warranty within 30 days of delivery of such Professional Service. To the extent permitted by law, Partner's sole and exclusive remedy for breach of this warranty and Adobe's sole liability under or in connection with this warranty will be re-performance of the relevant Professional Service.

9.3 **Use of Subcontractors.** Partner agrees that Adobe may use subcontractors in the performance of the Professional Services. Where Adobe subcontracts any of its obligations concerning the Professional Services, Adobe will not be relieved of its obligations to Partner under the Agreement.

9.4 **Deliverables.** Without limiting or modifying any license granted to Customer for the On-premise Software, Cloud Services, Adobe grants Partner the right to extend to Customer a non-exclusive, non-sublicensable and non-transferable license to use the materials developed and provided by Adobe in performing the Professional Services ("**Deliverables**") solely in connection with the use of Products and Services for Customer's direct beneficial business purposes. Adobe retains all rights, title and interest (including intellectual property rights) in and to the Deliverables. To the extent that Partner participates in the creation or modification of any Adobe Technology or Deliverables, Partner waives and assigns to Adobe all rights, title and interest (including intellectual property rights) in the Adobe Technology or Deliverables. Adobe is free to use the residuals of confidential information for any purpose, where "residuals" means that confidential information disclosed in non-tangible form that may be retained in the memories of representatives of Adobe.



10. TERM AND TERMINATION

10.1 **Term.** This Addendum applies to each of the Products and Services listed on the Partner Sales Order from the Effective Date until the expiration of the applicable License Term or the term for Professional Services, unless terminated earlier under the Agreement.

10.2 **Effect of Termination or Expiration.**

- (A) Upon termination or expiration of this Addendum or any License Term for the Products and Services the license and associated rights for the Products and Services will immediately terminate. Partner must, at its expense: (a) remove and delete all copies of the On-premise Software and Distributed Code; (b) remove all references and links to the Cloud Services from the Customer Sites; and (c) require Customer to do the same. Some or all of the Products and Services may cease to operate without prior notice upon expiration or termination of the License Term. Customer Data stored within the On-demand Services will be available to Customer for 30 days after the termination or expiration in the same format then available within the reporting interface(s), unless specified in the respective PSLT.
- (B) Partner will be liable for any fees for Cloud Services that are still in use or which remain active after the License Term. These fees will be invoiced to Partner at the rate set out in the Partner Sales Order.
- (C) If Adobe reasonably determines that the deployment of the Cloud Services contains or creates a material risk to Adobe Technology, Adobe's Confidential Information, the security or business operations of Adobe, any customer of Adobe, or to the continued normal operation of other Adobe customers, then Adobe may, at any time upon written notice to Partner, immediately suspend or terminate access, in whole or in part, to the Cloud Services, until such risk is resolved. Adobe will use commercially reasonable efforts to mitigate any such security or operational risk prior to suspension or termination and only will look to such efforts as a final option to avoid such risks.
- (D) Each party must reasonably cooperate in transitioning support for Products and Services to Adobe or a third party identified by Customer or Adobe.