



Adobe VIP Marketplace Subscriptions from Dell Terms & Conditions

THE FOLLOWING TERMS AND CONDITIONS (COLLECTIVELY, THE “**TERMS**”) GOVERN YOUR PURCHASE AND USE OF ADOBE SUBSCRIPTIONS FROM DELL (EACH A “**SUBSCRIPTION**”) AS PART OF ADOBE’S VALUE INCENTIVE PLAN MARKETPLACE PROGRAM (“**ADOBE VIP MARKETPLACE**”):

- THE [COMMERCIAL TERMS OF SALE](#) (“**CTS**”);
- THE [CLOUD SUBSCRIPTIONS SCHEDULE](#) TO THE CTS (“**CS SCHEDULE**”);
- THE [ADOBE TERMS OF SERVICE](#), AS REFERENCED IN SECTION 5 BELOW; AND
- THESE ADOBE VIP MARKETPLACE SUBSCRIPTIONS FROM DELL TERMS AND CONDITIONS WHICH PROVIDE YOU WITH DELL’S TERMS AND CONDITIONS GOVERNING THE PURCHASE OF YOUR SUBSCRIPTIONS (“**ADOBE VIP MARKETPLACE SUBSCRIPTION TERMS**”).

THE CTS, THE CS SCHEDULE AND THE ADOBE TERMS OF SERVICE ARE INCORPORATED BY REFERENCE IN THEIR ENTIRETY HEREIN.

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCEPTING, ACCESSING OR USING THE SUBSCRIPTIONS. **BY PLACING AN ORDER, CLICKING/CHECKING THE “I AGREE” BUTTON, BOX OR SIMILAR IN CONNECTION WITH YOUR PURCHASE, ACCESSING, OR USING THE SUBSCRIPTIONS, YOU ACCEPT AND AGREE TO THESE TERMS.** IF YOU DO NOT AGREE TO THESE TERMS, OR DO NOT HAVE THE AUTHORITY TO ACCEPT THESE TERMS, DO NOT SUBSCRIBE TO, ACCESS, OR USE THE SUBSCRIPTIONS.

1. Subscription Terms.

Subscriptions are available in the following commitment terms (each, a “**Subscription Term**”):

- 1.1 **Annual Plan (12 month) with Annual Pay:** You commit to a one (1) year Subscription Term and will be charged annually in advance based on the quantity of seats or licenses that you choose for your Subscription(s).
- 1.2 **Three-Year (36 months) Commit with Annual Pay:** You commit to a three (3) year Subscription Term and to purchase an initial quantity of seats or licenses for the first year (the “**Committed Quantity**”). Thereafter, you must renew at least the Committed Quantity during years two and three. Each year of the three-year Subscription Term, you will be charged annually in advance for the Committed Quantity plus any additional seats or licenses that you add. For this option, Dell will offer for the Committed Quantity the same per seat/per license price for each year of the three-year Subscription Term.

2. Renewals.

- 2.1 Dell will contact you at least thirty (30) days prior to the end of your Subscription Term to confirm the quantity of seats or licenses and any price changes applicable to your Subscriptions upon renewal. You must accept and place an order based on the quote provided by Dell to renew your Subscriptions.
- 2.2 If you choose the Annual Plan (12 month) with Annual Pay Subscription Term, Subscriptions will renew for one year at the end of the initial Subscription Term and each one-year renewal term thereafter. You will be charged at the then-current rate for the entirety of your Subscription Term plus applicable taxes every year at the renewal date. Your Subscription price may change at the time of each annual renewal, and Dell will notify you of such change in advance of the applicable renewal date.
- 2.3 For the Three-Year (36 months) Commit with Annual Pay Subscription Term, Subscriptions will renew for an additional three years at the end of the initial three-year Subscription Term and each three-year renewal term thereafter. You will be charged at the then-current rate plus applicable taxes on an annual basis each year of the three-year renewal term for the applicable Committed Quantity and any additional seats or licenses that you add. Dell may change your plan's rate every three years at the renewal date and will notify you of such change in advance of the applicable renewal date.
- 2.4 **You may elect not to renew at any time but no later than thirty (30) days before your renewal date by calling or emailing your Dell sales representative or Adobe specialist.** By doing so, your Subscription will terminate at the end of the then-current Subscription Term.

3. Subscription Changes.

- 3.1 You may only remove seats or downgrade your Subscription within the first fourteen (14) days following the start of your Subscription Term or renewal date.
- 3.2 If you order additional licenses or seats for your Subscriptions during a Subscription Term, your charge for those additional seats or licenses will be prorated.

4. Cancellation.

- 4.1 You may cancel a Subscription within fourteen (14) days following your order date for the Subscription (the “**Cancellation Period**”). You are not permitted to cancel a Subscription after the Cancellation Period. When cancelling within the Cancellation Period, your Subscription will automatically terminate on the cancellation date, and you will receive a full refund for the Subscription terminated. You will not receive a refund for cancellation requests made after the Cancellation Period.

5. Adobe Terms of Service.

By accepting these Terms, you acknowledge and accept that your use of the Subscriptions is subject to the [Adobe Value Incentive Plan Terms and Conditions](#) (the “**Adobe Terms of Service**”), which is incorporated by reference in its entirety herein. In addition, your use of the Subscriptions is subject to the terms set forth below as established by Adobe. You hereby accept and agree to comply with the Adobe Terms of Service and the additional terms below.

- 5.1 You hereby consent to Dell providing your contact details to Adobe and to allow Adobe to use

such details to communicate directly with you for the following purposes: (i) to the extent required to execute any non-standard orders, (ii) for purposes related to the provisioning of the Subscriptions, including in relation to any updates or security incidents; (iii) as required to ensure you are notified of available options to maintain continuity in provisioning, (iv) as reasonably required for Adobe to perform technical support; and (v) to conduct technical support, customer service and satisfaction surveys.

- 5.2 You hereby consent to Dell providing your contact details to Adobe and to allow Adobe to use such details to inform you about new or additional Adobe products related to your Subscription(s). Adobe will allow you to opt out of receiving such communications at any time.
- 5.3 You hereby consent to Dell providing Adobe with a copy of these Terms as Adobe may reasonably request.
- 5.4 You are responsible for providing the necessary notices, and obtaining and maintaining any consents, required from your end users to allow Dell and Adobe to perform their respective contractual obligations hereunder.
- 5.5 Adobe will only provide technical support directly to you as set out in the Adobe Terms of Service.
- 5.6 Dell, Adobe and you are independent contractors with respect to the purchase and use of the Subscription(s).

6. Miscellaneous.

- 6.1 Access to and use of your Subscriptions will begin once you have been onboarded. You may contact your Dell sales representative at any time for pricing information.
- 6.2 Dell reserves the right to cancel orders as a result of pricing or other errors.
- 6.3 You are required and agree to adhere to these Terms, which may be updated from time to time. By renewing, modifying, extending or continuing to utilize the Subscription(s) beyond the initial Subscription Term, the Subscriptions will be subject to the then-current Terms available at: [SaaS and Cloud Services | Dell](#). You may contact your Dell sales representative for assistance with obtaining a copy of any of these documents.
- 6.4 To the extent that you have a previously signed agreement with Dell that explicitly authorizes the sale and use of these Subscriptions and there is a conflict with any terms in the Adobe VIP Marketplace Subscription Terms or the Adobe Terms of Service, the terms in the Adobe VIP Marketplace Subscription Terms and the Adobe Terms of Service will prevail.