

Premium Learning Subscription Terms and Conditions

Effective Date: March 30, 2026

1. Applicability

For Customers who have a License Agreement with Adobe, that License Agreement as supplemented by these Terms and Conditions will govern those Customers' use of the Premium Learning Subscription.

Adobe may modify these Premium Learning Subscription terms from time to time, provided that such modifications do not materially diminish Adobe's obligations or Customer's rights set forth herein.

2. Definitions

As used in these Terms and Conditions:

- **"Adobe Learning System"** means the Learning Management System where the subscription entitlements are accessible to the customer.
- **"Course Materials"** means written, electronic, or other materials distributed for use by course participants including but not limited to all patent rights, copyrights, trademark rights, and trade secret rights.
- **"Customer"** means the entity or individual which is a party to a License Agreement with Adobe, or in the absence of a License Agreement, that entity or individual who agrees to these Terms and Conditions.
- **"Learning Courses"** means all forms of instructor-led courses delivered virtually or in-person and courses made available on-demand.
- **"Learning Subscription"** and/or **"Subscription"** means an entitlement that allows Customer to attend an unlimited number of public education courses and/or access to on-demand courses over the duration of the Subscription Period.
- **"License Agreement"** means the current end-user license agreement entered between Customer and Adobe under which Customer may purchase Learning Services.
- **"Named User"** means an individual authorized by the Customer and has an email address from the customer domain to use the entitlements included in the Learning Subscription product.
- **"No Show"** means not attending a course in which Customer was enrolled and never cancelled prior to the Start Date of the course.
- **"Subscription Period"** means that period starting from the Start Date and ending on the End Date in which the Learning Subscription may be utilized.

3. Overview

The Premium Learning Subscription (“Subscription”) is a paid educational service offered by Adobe that provides access to all users covered under the applicable enterprise agreement(s) for Premium and Premium + Private Training Subscriptions and seat-based access for Partner Premium Learning Subscriptions. It provides subscribing organizations and learners with unlimited access to curated, role-based, and experiential learning content, including instructor-led training, on-demand courses, hands-on labs, and certification preparation. This Subscription is governed by these Terms and Conditions (“Terms”), which supplement and incorporate by reference the Adobe Enterprise Licensing Terms.

4. Premium Learning Subscription

The Premium Learning Subscriptions include Instructor-led Courses (Public), Learning Cohorts, on-demand courses, Exam Vouchers, and Private and Personalized Learning (Virtual or In-Person at Customer’s location; available only for Premium + Private Training Subscriptions). All training courses are for registered participants only. Non-registered individuals may not attend or view any courses. Requests to cancel or reschedule any course must be received and confirmed by Adobe at least two (2) days prior to the scheduled start date of the applicable learning course. For public courses, learners may unenroll from the class on the Adobe learning platform. Public courses must be rescheduled by the Customer at the time of cancellation. Private courses must be rescheduled by the Customer and delivered by Adobe prior to the contractual end date. Any request to cancel or reschedule outside the specified timeframe will be reviewed on an individual basis to determine approval. Registered students are responsible for meeting the minimum system requirements to participate in virtually delivered courses. Minimum system requirements will be outlined in each course description.

Learning Subscriptions: Learning Subscriptions provide access to attend an unlimited number of public education courses and/or access to on-demand learning courses over the duration of the Subscription Period. Learning Subscriptions are not for resale or commercial use. Customer must use all entitlements during the applicable Subscription Period, and such entitlements cannot be credited, carried over, or used for any other purpose after expiration of the applicable Subscription Period. Learning Subscriptions are non-refundable once purchased. Adobe will provide access instructions to Customer within two business days of receipt of an executed order. The Learning Subscription Start Date and End Date is governed by the Adobe Sales Order.

Upon purchasing a Learning Subscription product, all users covered under the applicable enterprise agreement(s) become the Named User(s) for the Learning Subscription. Only a Named User may access the content provided by the Learning Subscription. Sharing content or access with anyone, but the Named User may result in revocation of the Learning Subscription. The Learning Subscription is non-transferable.

Named Users may register for public courses on the Adobe learning system. All Named Users must comply with the public course cancellation and rescheduling policies mentioned in the “Premium Learning Subscription” section above. Failure to cancel or reschedule within the two

(2) day grace period or being a No Show on more than 3 occasions may result in the Named User's Learning Subscription access being deactivated entirely for the remainder of the Subscription Period

Public Education Courses: Public Education Courses ("Public Courses") are instructor-led courses held either virtually or at an Adobe-approved training center. Public Courses will be conducted exclusively in English or Japanese. Delivery in any language other than English or Japanese is available only under the Premium Learning + Private Training offering. Attendees register for public courses through the Adobe learning platform. If a class is cancelled due to low enrollment, you will be enrolled in the next available class.

Public Learning Cohorts: Public Learning Cohorts are held virtually over the course of a few weeks. Attendees register for Public Learning Cohorts through the Adobe learning platform. If a class is cancelled due to low enrollment, you will be enrolled in the next available class.

Exam Vouchers: An Exam Voucher is an entitlement that allows a Named User to register for an Adobe Customer Experience Orchestration Certification or Credential. An Exam Voucher (i) may be used by one person, one time, for one exam fee; (ii) must be used within one year of the applicable order date; (iii) becomes void if altered or revised in any way; (iv) may not be canceled or redeemed for cash, credit, or refund; (v) may be used only by the Customer, and (vi) may be used for any Adobe Customer Experience Orchestration Certification Program exams. Neither Adobe's authorized testing vendor nor Adobe shall be responsible for lost or stolen Exam Vouchers. Exam registrations redeemed with a voucher must be completed before the Exam Voucher expiration date. Expired Exam Vouchers have no value and will not be extended. Usage of the Exam Vouchers is bound by the fair use clause included in these terms and conditions.

Premium + Private Training Subscription Only Offerings

Private Virtual Education Courses: Private Virtual Education courses are instructor-led sessions delivered exclusively for a specific Customer via Adobe's virtual training platform. Each course requires a minimum of six learners and allows a maximum of fifteen learners, unless otherwise agreed upon in the applicable contractual agreement. Courses must be requested four (4) to six (6) weeks in advance to align necessary resources. Course content will align with the standard curriculum offered in public instructor-led courses but does not include cohorts. Minor adjustments to the content may be made at the instructor's discretion to better align with the Customer's needs, provided such adjustments remain within the scope of the available course offerings. Adobe reserves the right to decline customer requests for course modifications that exceed the scope of minor adjustments or require substantial changes to the standard curriculum. Such determinations will be made by Adobe in good faith and based on instructional feasibility and resource availability.

Private Onsite Education Courses: Private onsite education courses are instructor-led sessions delivered exclusively for a specific Customer at the Customer's location. The subscription price

includes instructor travel expenses. Each course requires a minimum of six learners and allows a maximum of twenty learners, unless otherwise agreed upon in the applicable contractual agreement. Courses must be requested four (4) to six (6) weeks in advance to align necessary resources. Course content will align with the standard curriculum offered in public instructor-led courses but does not include cohorts. Minor adjustments to the content may be made at the instructor's discretion to better align with the Customer's needs, provided such adjustments remain within the scope of the available course offerings. Adobe reserves the right to decline customer requests for course modifications that exceed the scope of minor adjustments or require substantial changes to the standard curriculum. Such determinations will be made by Adobe in good faith and based on instructional feasibility and resource availability.

Access to Adobe sandbox environments: As part of the Premium + Private Training Subscription offering, Customers may request expanded access to Adobe Customer Experience Orchestration sandbox environments. This access is intended to support learning, experimentation and enablement activities, and are not configured for any specific use case. The scope and duration of sandbox access may vary and are subject to Adobe's discretion, based on the Customer's subscription level, use case, and technical requirements. Adobe reserves the right to modify or revoke sandbox access at any time to maintain system integrity and ensure equitable resource allocation.

Premium Partner Subscription Only Offerings

Partner Specific Journeys in Public Cohorts: In Public Learning Cohorts, Partners may participate in partner-specific breakout paths focused on best practices for implementing Adobe Digital Experience products and program management strategies. These sessions are designed to support Partners in helping their customers succeed with the specific Adobe product featured in the cohort.

5. Subscription Tiers and Access

5.1 **Tiers.** The Subscription is available in three tiers:

- a. **Premium Subscription:** Includes enterprise-wide access to on-demand content and public instructor-led training.
- b. **Premium + Private Training Subscription with Access to Private & Personalized Training:** Includes all Premium features plus access to private, role-specific, and tailored training engagements.
- c. **Partner Premium Subscription:** Includes everything that is included in the Premium Subscription and additional access to partner-specific training modules.

5.2 **Access Duration.** Subscription access is co-termed with the Customer's Adobe Experience Cloud product license. A 1-year minimum contract is required.

5.3 **Enterprise-Wide Access.** All tiers grant access to all eligible employees within the subscribing organization, subject to Adobe's Fair Use Policy.

6. Scope of Services

- 6.1 Included Services for the Premium Subscription:
 - a. Always-on access to on-demand courses and video content.
 - b. Public instructor-led training sessions and webinars.
 - c. Cohort Learning Journeys.
 - d. Access to learning course lab environments.
 - e. Unlimited certification vouchers for Adobe CXO certifications and credentials.
- 6.2 Included Services for the Premium + Private Training Subscription:
 - a. Always-on access to on-demand courses and video content.
 - b. Public instructor-led training sessions and webinars.
 - c. Cohort Learning Journeys.
 - d. Access to learning course lab environments.
 - e. Unlimited certification vouchers for Adobe CXO certifications and credentials.
 - f. Private & Personalized training.
 - g. Expanded access to sandbox environments.
- 6.3 Included Services for the Partner Premium Subscription:
 - a. Always-on access to on-demand courses and video content.
 - b. Public instructor-led training sessions and webinars.
 - c. Cohort Learning Journeys, including a Partner persona path.
 - d. Access to learning course lab environments.
 - e. Unlimited certification vouchers for Adobe CXO certifications and credentials.
 - f. Partner-specific enablement modules.
- 6.4 Excluded Services from all Subscriptions:
 - a. Fully customized training engagements outside the scope of the Subscription, which may be available through Adobe Professional Services.

7. Fair Use Policy

Adobe does not impose strict usage limits on the Premium Learning Subscription. However, to ensure equitable access and maintain service quality, Adobe reserves the right to monitor usage patterns and identify sustained excessive consumption that may impact platform performance or resource availability.

If such usage is detected over a sustained period (typically three (3) consecutive months), Adobe will initiate a structured remediation process as follows:

Step 1: Notification – Adobe will notify the Customer via email, outlining the observed usage pattern and potential impact.

Step 2: Collaborative Review – Adobe will schedule a session with the Customer to understand the root cause, align on use cases, and define a remediation plan.

Step 3: Remediation Window – The Customer will have thirty (30) calendar days to implement the agreed-upon changes.

Step 4: Enforcement – If unresolved, Adobe may limit access to services, restrict new registrations, or recommend a shift to a more appropriate enablement model.

Definition of Fair Use for Exam Attempts

For the purposes of this subscription, Adobe defines "fair use" of exam attempts as follows:

- Learners may retake an exam one (1) calendar day after their first failed attempt.
- The second and third subsequent retakes are permitted every fourteen (14) calendar days between each attempt.
- Following the third attempt, a moratorium period of two (2) months will apply to allow for additional study and preparation.
- After the moratorium, learners may resume exam attempts, with up to three (3) additional retakes, each spaced at least fourteen (14) calendar days apart.
- This cycle of moratorium and retake eligibility will continue until the learner successfully passes the exam.

These thresholds are intended to guide reasonable usage expectations and ensure consistent service availability across all customers.

Definition of Fair Use for Private Training Access in the Premium + Private Training Subscription

For the purposes of this subscription, Adobe defines "fair use" of the private training based on the Customer's Customer Experience Orchestration Annual Recurring Revenue (CXO ARR) as follows:

- CXO ARR < \$700K: Up to 2 private events per year
- CXO ARR between \$700K and \$2M: Up to 4 private events per year
- CXO ARR between \$2M and \$5.2M: Up to 6 private events per year
- CXO ARR > \$5.2M: Up to 8 private events per year

These thresholds are intended to guide reasonable usage expectations and ensure consistent service availability across all customers.

Definition of Fair Use for Expanded Sandbox Access

For the purposes of this subscription, Adobe defines "fair use" of the expanded sandbox access as follows:

- Access to the sandbox environment is granted in increments of thirty (30) days, commencing on the date that access is granted to Customer.
- No work performed in the Sandbox will be migrated to Customers' production, development, or stage environments during or after the access period.

- Only the Named Users identified in the subscription agreement are authorized to access and use the sandbox.
- Customer may access expanded sandbox functionality only for Adobe products for which Customer maintains a current, valid, and active license agreement.

These parameters are intended to promote equitable and consistent access to sandbox resources across all customers and to support the reliable delivery of services.

8. Pricing and Payment

Pricing is determined based on the Customer's Annual Recurring Revenue (ARR) bracket and selected Subscription tier. All fees are non-refundable once the Subscription term begins. Discounts or promotional pricing may be offered for limited periods at Adobe's discretion. All Premium Learning Subscriptions can be purchased via a contractual agreement between Adobe and the Customer.

9. Renewals and Cancellations

- 9.1 **Renewal.** Subscriptions are co-termed with the CXO license and follow the same renewal cycle.
- 9.2 **Cancellation.** Cancellation must be requested at least seven (7) business days before the start of any scheduled instructor-led session to avoid penalties.

10. Support and Service Levels

Technical support is available for access issues via Premium Learning Support. Service levels for Private & Personalized training engagements and sandbox environments are governed by Adobe's Enterprise Licensing Terms and applicable Service Level Agreements (SLAs).

11. Intellectual Property

All content provided through the Subscription is the intellectual property of Adobe or its licensors. Such content may not be copied, redistributed, or used for commercial purposes without explicit written permission from Adobe.

12. Modifications

Adobe reserves the right to modify the Subscription content, features, or these Terms at any time. Material changes will be communicated to the Customer in advance via email or through the Subscription portal.

13. Governing Terms

This Subscription is governed by the Adobe Enterprise Licensing Terms, including but not limited to:

- (a) General Terms
- (b) Product-Specific Licensing Terms (PSLTs)
- (c) Service Level Agreements (SLAs), where applicable

In the event of a conflict between these Terms and the Adobe Enterprise Licensing Terms, the latter shall prevail.