

Customer Compliance Terms

Compliance with the Customer Compliance Terms (the "Compliance Terms") is as a condition for Tech Data and Adobe allowing Customers to distribute the Adobe Software Products.

1. Compliance with Laws. Customer shall comply with all applicable laws or regulations in all countries in which Customer conducts business. The fact that in some countries certain laws prohibiting particular conduct are not enforced in practice, or that violation is not subject to public criticism or censure, will not excuse noncompliance with those laws. Furthermore, Customer has knowledge and understanding of the Foreign Corrupt Practices Act of the United States of America ("FCPA"), Customer shall comply with the FCPA, and Customer agrees to provide certifications of FCPA compliance to Adobe, on an annual basis.
2. Export Compliance. Customer will not export or re-export the products produced in the United States in any form, without the appropriate United States and foreign governmental licenses, as applicable per the laws and regulations of the United States and any applicable jurisdictions into which Customer distributes Adobe's software offerings.
3. No Anti-Trust Arrangements. Customer is not aware of and has not participated in any business arrangements or deal allocation arrangements that could restrict free trading and competition between Adobe's partners, or practices that restrict free trading or lead to the promotion of monopolistic or anti-competitive business practices to the detriment of Adobe's customers.
4. Fair Dealing; No False Representations. Customer has made no false representations to Adobe with respect to any transactions entered into during Customer's current fiscal quarter or any prior quarter. False representations would include, but not limited to, the promotion or utilization of false documentation such as invalid PO's, fake or forged contracts, forged letters of destruction and/or inaccurate reporting to facilitate any Customer transactions.
5. No Conflict of Interest. Customer has not conducted any Adobe business transactions with a third party in which Customer has a significant direct or indirect financial interest and that creates, or has the appearance of creating, a conflict between Customer's interests and the interests of such third party. Additionally, Customer has processes in place whereby it collects potential conflicts of interest statements from its employees and contractors at the time of hire.
6. Business Conduct Inspections; Termination. During the term of the Agreement between Tech Data and Customer, and for as long as Customer ships Adobe Software Products under the Agreement between Tech Data and Customer, Customer agrees that it shall permit either Adobe's internal compliance auditor, or an independent third party, who is appointed by Adobe and bound by standard confidentiality obligations, to verify Customer's compliance with Sections 1 through 5 of the Compliance Terms. In no event shall such inspections be made hereunder more frequently than once every six (6) months. If such an inspection reveals any non-compliance, notwithstanding anything to the contrary in the Agreement between Tech Data and Customer, Adobe shall have the right to terminate the Customer's license to supply Adobe Software Products immediately upon notice without any cure period.
7. Reporting of Violations. Should Customer know of any acts or omissions, by Tech Data or Adobe employees or other personnel, which violate Sections 1 through 5 of the Minimum Terms of the Agreement, or suspect any such violations, Customer should contact Adobe at 1-800-300-1026 for an anonymous reporting of such a violation or suspected violation.