PSLT – Adobe Creative Cloud, Adobe Document Cloud, and Adobe Substance 3D (2021v1)

References to "On-premise Software" and "On-demand Services" in this PSLT are to Products and Services of Adobe Creative Cloud, Adobe Document Cloud, or Adobe Substance 3D. Adobe Document Services (DC APIs) is governed under a separate PSLT.

PRODUCT SPECIFIC LICENSING TERMS FOR ON-PREMISE SOFTWARE

1. **Multiple-User Access**.

   1.1   If On-premise Software licensed on a per-User basis is installed on a Computer accessible by more than one User, then the total number of Users (not the concurrent number of users) capable of accessing the On-premise Software must not exceed the license quantity stated in the Sales Order.

   1.2   Customer must not install or access (either directly or through commands, data, or instructions) the On-premise Software for operations not initiated by an individual User (*e.g.*, automated server processing or robotic process automation whether deployed on a client or server) unless permitted in a Sales Order.

2. **Activation; Installation**.

   2.1   **Activation Limits**. If Customer licenses the On-premise Software on a per-User basis, each User may activate the On-premise Software on up to two Computers at a time; however, each User is not permitted to use the On-premise Software on the two Computers simultaneously.

   2.2   **Installation Limits**. If Customer licenses the On-premise Software on a per Computer basis, then Customer may install each licensed copy of the On-premise Software only on one desktop computer at a time.

3. **Updates**. Customer agrees it may receive updates from Adobe as part of Customer's use of the On-premise Software. Unless configured by Customer to prevent automatic updates, some On-premise Software may automatically download and install updates on Customer's system from time to time.

4. **Embedded Use**. Customer may (A) embed any software made available to Customer through the On-premise Software (including runtimes such as Adobe Runtime, add-ins, and utilities provided with the On-premise Software, for example as part of an application that is packaged to run on the Apple iOS or Google Android™ operating systems) as part of developer applications, electronic documents, or content; (B) embed and distribute such software pursuant to a separate written agreement; and (C) only permit use of such software in connection with such application, document, or content. No other embedding rights are implied or permitted.

5. **Serialized Deployment**. On-premise Software releases specific to serial number deployment may not have the same feature set and capabilities as the corresponding On-premise Software releases specific to named user deployment. To clarify further, Customers using serial number deployment for Creative Cloud Products and Services do not have access to On-premise Software released to named user deployment after October 2018.

6. **After Effects Render Engine**. Customer may install an unlimited number of Render Engines on Computers within its intranet if at least one Computer within its intranet has the full version of the Adobe After Effects software installed. The term "**Render Engine**" means an installable portion of the On-premise Software that enables the rendering of After Effects projects but does not include the complete After Effects user interface.

7. **Adobe Runtime**. If the Creative Cloud On-premise Software includes Adobe AIR, Adobe Flash Player, or portion(s) of the On-premise Software embedded in a presentation, information, or materials created and generated using the On-premise Software (each an "**Adobe Runtime**"), then distributions of the resulting output file or developer application on a non-PC device may require Customer to obtain licenses and be subject to additional royalties, for which Customer is solely responsible.

8. **Adobe Media Encoder**. Customer may install Adobe Media Encoder ("**AME**") on a Computer within its intranet solely for encoding, decoding, or transcoding projects created by licensed instances of the On-premise Software running on other Computers within its intranet, provided that the number of installations of AME does not exceed the number of licenses purchased for the On-premise Software. Customer may not use the foregoing implementation of AME to offer, use, or permit the use of AME (A) with software other than the On-premise Software; (B) as part of a hosted service; (C) on behalf of any third party; (D) on a service bureau basis; or (E) for operations that are not initiated by an individual User, except Customer may automate the operation that starts the process of encoding, decoding, and transcoding projects using AME within its intranet. For the sake of clarity, this section does not apply to Adobe Document Cloud offerings.

9. **On-premise Software Restrictions**. Unless Adobe is required under local law to obtain separate consent for installing the Adobe Genuine Service, Customer acknowledges that this On-premise Software installation or update may result in the download of the "**Adobe Genuine Service**," a program that first checks whether the product it is installed in is genuine and, separately, may also check for the presence of other Adobe software and, if found, detects and identifies whether there are any copies of non-genuine Adobe software. The On-premise Software and Adobe Genuine Service may collect and transmit information to Adobe as described at https://www.adobe.com/genuine.html (or subsequent URL). A determination by Adobe that any Adobe software is not genuine may result in the Adobe Genuine Service showing Customer messages to notify Customer of non-genuine Adobe software and the follow up actions, partial or complete inoperability, suspension, or termination of Customer's use of the non-genuine Adobe software.

10. **Use of On-premise Software in China**. If Customer has Users in China, such Users are only permitted to activate the On-premise Software referred to by Adobe as "**Creative Cloud for Enterprise Offering in China,**" "**Acrobat for Enterprise Offering in China,**" and "**Substance 3D Collection Offering in China** (collectively, "**China Offering**"). Customer is not permitted to use the China Offering, or any component thereof, anywhere outside of China. **All warranties provided by Adobe to Customer in this Agreement are void for any version of the On-premise Software activated by Users in China that is not the China Offering**.

PRODUCT SPECIFIC LICENSING TERMS FOR ON-DEMAND SERVICES

11. **License Restrictions**. In connection with Customer's use of the On-demand Services, Customer must not:

    11.1 place advertisement of any products or services through the On-demand Services;

    11.2 use any data mining or similar data gathering and extraction methods, including data scraping for machine learning or other purposes;

    11.3 circumvent any access or use restrictions; or

    11.4 impersonate any person or entity, or falsely state or otherwise misrepresent Customer's affiliation with a person or entity.

12. **Storage and Retention**. Adobe will store Customer Content during the License Term up to any storage limit specified in the admin console. Adobe may create reasonable storage limits, such as limits on file size, storage space, and other technical limits. If Customer exceeds those limits, Adobe will make reasonable efforts to notify Customer to permit transition of Customer Content prior to deletion.

13. **Security.**

13.1 **Compliance Certifications.** On-demand Services' compliance certifications can be found at https://www.adobe.com/trust/compliance/compliance-list.html or its successor website. If Customer Content is required to be processed or stored in accordance with the requirements of specific compliance certifications, standards, or regulations ("**Compliance Measures**"), Customer may use the On-demand Services to process or store Customer Content only if the relevant Compliance Measures are listed at the website above. For the listed Compliance Measures, the On-demand Services may be used to assist Customer to meet Customer's legal obligations, including without limitation use of service providers. Customer is solely responsible for (a) verifying that the On-demand Services meet all requirements applicable to Customer Content, and (b) complying with any legal obligations applicable to Customer Content.

13.2 **Data Centers.** Document Cloud On-demand Services store Customer Content in data centers that are located in the U.S. Customer is solely responsible for (a) verifying that the On-demand Services meet all requirements applicable to Customer Content (including requirements for data center location), and (b) complying with any legal obligations applicable to Customer Content.

14. **Sensitive Personal Data**. The Sensitive Personal Data restriction (*e.g.*, section 6.3(C) of the General Terms 2020v1) does not apply to Customer's use of the Document Cloud On-demand Services. In connection with Customer's use of the Document Cloud On-demand Services:

14.1 Customer is solely responsible for compliance with any applicable privacy laws and regulations governing the processing of Sensitive Personal Data. Adobe may, as your service provider, provide some functionality within the On-demand Services to help you comply with requirements, but Customer is responsible for implementing compliant functionality;

14.2 Customer is solely responsible for compliance with the Children's Online Privacy Protection Act of 1998, if applicable, including not collecting information from children under the age of thirteen without first obtaining parental consent;

14.3 Customer must not collect, process, or store any protected health information, electronic or otherwise, pursuant to the Health Insurance Portability and Accountability Act and the Health Information Technology for Economic and Clinical Health; and

14.4 Customer is solely responsible for compliance with the Payment Card Industry Data Security Standard ("PCI DSS"), if applicable. PCI DSS prohibits using the On-demand Services to store Sensitive Authentication Data, including Card Verification Code or Value after authorization, even if encrypted. Capitalized terms in this section are defined in the PCI DSS.

CONFIDENTIAL INFORMATION AND UNLAWFUL CONTENT

15. **Confidential Information.** Confidential Information does not include information that comprises Unlawful Content subject to a legally required reporting obligation (*e.g.*, child exploitation material) and any information provided in connection with such a report that is required or authorized by law (*e.g.*, user name, email address, upload timestamp, and IP address).

16. **Unlawful Content**. If User uploads or stores Unlawful Content in an account, Adobe may suspend services, remove the Unlawful Content, and report the Unlawful Content and associated information (*e.g.*, User name, email address, upload timestamp and IP address, among other information) as required or authorized by law.

PRODUCT SPECIFIC LICENSING TERMS FOR ON-PREMISE SOFTWARE AND ON-DEMAND SERVICES

17. **Administrators**. Customer authorizes its administrator(s) to act on its behalf, including to manage access to the Products and Services for the Users, to assign other Users an administrator role, and to have control over its Users' content and information. Customer is responsible for the administrator's actions and omissions in connection with the account(s).

18. **User-Generated Content**. The On-premise Software or On-demand Services may contain user-generated content that is: (A) inappropriate for minors; (B) illegal in some countries; or (C) inappropriate in certain circumstances. If Customer wants to prevent viewing of or access to user-generated content, it should either (1) disable On-demand Services access in the Creative Cloud Packager, where that functionality is made available; or (2) block access to the On-demand Services via its network firewall. Adobe disclaims liability for all user-generated content available via the On-demand Services or On-premise Software.

19. **Sample Files**. Customer may use Sample Files only for the purpose for which they were provided. "**Sample Files**" means the Adobe-provided audio, visual, video, or other content files for use in tutorials, demonstrations, and for other trial purposes, which may be identified as sample files. Customer may not distribute Sample Files in any way that allows a third party to use, download, extract, or access the Sample Files as a stand-alone file, and the Customer may not claim any rights in the Sample Files.

20. **Content Files**. "**Content Files**" means assets provided by Adobe as part of the On-premise Software or On-demand Services. Unless Documentation or specific licenses state otherwise, Adobe grants Customer a non-exclusive, non-sublicensable, and non-transferable license to use the Content Files to create Customer's end use (*i.e.*, the derivative application or product authored by Customer) into which the Content Files, or derivations thereof, are embedded for Customer's use ("**End Use**"). Customer may modify the Content Files prior to embedding them in the End Use. Customer may reproduce and distribute Content Files only in connection with Customer's End Use; however, under no circumstances can Customer distribute the Content Files on a stand-alone basis outside of the End Use.

21. **Font Software.** If the On-premise Software includes font software (except for fonts available via the Adobe Fonts Service, which is governed by sections 31 through 34), then this section 21 (Font Software) applies.

    21.1   Customer may provide font(s) used for a particular file to a commercial printer or other service bureau, and the service bureau may use such font(s) to process that file, provided the service bureau has a valid license to use that particular font software.

    21.2   Customer may embed copies of the font software into electronic documents for the purpose of printing and viewing the documents. No other embedding rights are implied or permitted under this license.

    21.3   As an exception to the above, the fonts listed in the http://www.adobe.com/go/restricted_fonts are included with the On-premise Software only for purposes of operation of the On-premise Software. For clarity, the listed fonts are not licensed under these terms. Customer may not copy, move, activate, use, or allow any font management tool to copy, move, activate, or use, the listed fonts in or with any software application, program, or file other than the Software.

    21.4   Some fonts distributed by Adobe with the On-premise Software may be open-source fonts. Customer's use of these open-source fonts will be governed by the applicable license terms available at http://www.adobe.com/go/font_licensing.

22. **Third-Party Notices**. The creators or third-party licensors of certain public standards and publicly available code ("**Third-Party Materials**") require that certain notices be passed through to the end users of the On-premise Software (e.g., notices relating to AVC import and export functionality) and On-demand Services. These third-party notices are located at http://www.adobe.com/go/thirdparty (or a successor website thereto). The inclusion of these third-party notices does not limit Adobe's obligations to the Customer for Third Party Materials integrated into the On-premise Software and On-demand Services.

23. **Account Activity**. Each User has an account associated with his or her login ID. Customer is responsible for all activity that occurs via a User's account(s).

24. **Modification**. Adobe reserves the right to add, modify, update, or discontinue features or capabilities of On-premise Software or On-demand Services. Adobe will make reasonable efforts to notify Customer of any modification or discontinuation of any On-demand Service or any On-premise Software or any portions thereof.

Adobe may provide Customer with a pro-rata refund of prepaid fees or with a service similar to any discontinued On-demand Service.

25. **User License Transfers**. Customer may deploy Products and Services licensed on a per-User basis only to Users through a unique login ID and password. Customer may not allow the use of the same login ID by two or more Users, nor may Customer deploy the Products and Services in any shared license model or similar license deployment (including, but not limited to, floating, generic user, leased, or shift license deployment). Customer may transfer a license from one User to another User without being deemed an additional deployment, subject to any reporting requirements that may be contained in a Sales Order, and provided Customer de-installs the Product and Service from the Computer of the previous User, and the new User then uses a new ID and password.

26. **Prerelease or Beta Version.**

    26.1   Adobe may provide access to On-premise Software or On-demand Services, or a feature of the On-premise Software or On-demand Services, as a no-cost prerelease, early access, or beta version ("**Beta Version**"). A Beta Version does not represent the final product and may contain bugs. Adobe may choose not to release a commercial version of the Beta Version.

    26.2   Adobe provides the Beta Version on an "AS-IS" basis. Adobe, its Affiliates, and third-party providers disclaim and make no 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. Any warranties specified in the Agreement or other sections of this PSLT do not apply to the Beta Version. Adobe further disclaims any warranty that (A) the Beta Version will meet Customer's expectations, requirements, or will be constantly available, uninterrupted, timely, secure, or error-free; (B) the results obtained from the use of the Beta Version will be effective, accurate, or reliable; or (C) any errors or defects in the Beta Version will be corrected. Adobe disclaims all liability of any kind for Customer's use of the Beta Version. Customer must promptly cease using the Beta Version and destroy all copies of the Beta Version if Adobe requests the Customer to do so. Adobe may develop, modify, improve, support, customize, and operate its products and services based on Customer's use, as applicable, of any Beta Versions.

27. **Restriction on AI/ML.** Customer will not, and will not allow third parties to, use the Products and Services (or any content, data, output, or other information received or derived from the Products and Services) to directly or indirectly create, train, test, or otherwise improve any machine learning algorithms or artificial intelligence systems, including any architectures, models, or weights.

PRODUCT SPECIFIC LICENSING TERMS FOR ADOBE CREATIVE CLOUD

28. **Creative Cloud Customer Font.**

    28.1   For any font or font file a Customer uploads or submits to the On-demand Services ("Creative Cloud Customer Font"), Customer (A) retains all rights to the unmodified Customer Fonts; (B) acknowledges that enabling the display of any Creative Cloud Customer Font with the On-Demand Services may require Adobe to use Adobe Technology, including its proprietary font-optimization technology, and that Adobe retains all rights to such Adobe Technology; and (C) acknowledges that if Adobe is informed by a foundry that Customer does not have sufficient rights to a Creative Cloud Customer Font, Adobe may remove that Creative Cloud Customer Font from Customer's account and from the Customer Content that uses that Creative Cloud Customer Font. If Adobe removes the Creative Cloud Customer Fonts from Customer's account, the On-demand Services, or the Customer Content that uses the Creative Cloud Customer Fonts, the display of Customer Content may change. Creative Cloud Customer Fonts are considered Customer Content under the Agreement.

    28.2   Notwithstanding the effect of termination or expiration of this Agreement as described in the General Terms, Customer's access to the Creative Cloud Customer Fonts stored within the On-demand Services may terminate immediately upon the termination or expiration of the Agreement.

29. **Creative APIs and Services.** Customer's use of the Creative APIs and Services as set out in the Sales Order are subject to the terms located at http://www.adobe.com/go/developer-terms (or successor URLs) (the "**Adobe Developer Additional Terms**"). The Adobe Developer Additional Terms are incorporated herein by this reference and are part of the Agreement. In the event of a conflict between the Agreement and the Adobe Developer Additional Terms, the Adobe Developer Additional Terms will control solely with respect to the Creative APIs and Services. If Customer provides Adobe with ideas, suggestions, proposals, or bug or crash reports ("**Feedback**") with respect to the Creative APIs and Services, then Customer grants Adobe a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, sublicensable, and transferable license to make, use, sell, have made, offer to sell, import, export, reproduce, publicly display, distribute, modify, and publicly perform the Feedback.

PRODUCT SPECIFIC LICENSING TERMS FOR ADOBE DOCUMENT CLOUD

30. **Digital Certificates**. The On-premise Software or On-demand Services may include technology that allows Customer to apply digital signatures to PDF documents through the use of digital certificates. Customer may not access, attempt to access, circumvent, control, disable, tamper with, remove, use, or distribute such certificates or other corresponding encryption keys for any purpose. Customer will rely on its own legal counsel and determinations as to the use and viability of electronic signatures in a particular country or for a particular use.

PRODUCT SPECIFIC LICENSING TERMS FOR ADOBE FONTS SERVICE

31. **Desktop Publishing**.

    31.1 Customer may use Desktop Fonts that have been synchronized to Customer's Computer to design and develop Customer Documents. Customer may embed and distribute Desktop Fonts within Customer Documents so that when others view, print, or interact with Customer Documents they will see Customer's content displayed with Desktop Fonts as Customer intended; and

    31.2 Customer may only embed those characters (*i.e.*, subset) of Desktop Fonts that are necessary to display, print, and view the Customer Document.

32. **Website Publishing**. Customer may use Web Fonts to design and develop Customer Sites and to create a Web Project for such purposes. Customer may reference or encode a link to the Web Project within a Customer Site design so that visitors to the Customer Site will see the content displayed with Web Fonts as intended.

33. **Obligations, Limitations, Restrictions, and Prohibited Uses of the Licensed Fonts**.

    33.1 **Continuing access to the Licensed Fonts**. Ongoing access to the Licensed Fonts may require a recurring Internet connection to provision, activate, or synchronize the Licensed Fonts, or to authorize, renew, or validate Customer's access to the Licensed Fonts. In some cases, the Licensed Fonts that Customer designs into Customer Documents or Customer Sites (collectively, "**Media**") will be viewable by Customer and by third parties that access or view the Media only for as long as Customer maintains an uninterrupted subscription plan (including payment of all subscription plan fees, if applicable).

    33.2 **Prohibited Uses of the Licensed Fonts**. Customer is expressly prohibited from:

    (A) allowing external output of the Licensed Fonts from within Customer's Media, or distributing any portion of the Licensed Fonts on a standalone basis or in any way that would allow another person to use the Licensed Fonts;

    (B) adding any functionality to, or otherwise changing, altering, adapting, translating, converting, modifying, creating, or making or having made any derivative works of any portion of the Licensed Fonts;

    (C) attempting to copy, move, or remove Licensed Fonts from a Web Project or from the locations or folders on Customer's Computer where Adobe has installed such Desktop Fonts, or otherwise attempting to access or use the Licensed Fonts other than by subscribing directly to the On-demand Services using the means Adobe provides for such purposes;

(D) using a Web Project in connection with any published content Customer creates for its own customers or clients, or with any published content other than a Customer Site;

(E) using any portion of the Licensed Fonts in a Reseller Platform without a written license from Adobe;

(F) rendering, manufacturing, or capturing glyphs, in whole or in part, to be used as a font or typesetting system; and

(G) hosting Web Fonts for its own customers or clients, or reselling the Licensed Fonts to them.

The prohibited uses above may not apply to certain components included with the Desktop Fonts that are under an open source license.

34. **Definitions**.

34.1 "**Customer Document(s)**" means any form of digital document, whether commercial or non-commercial, whether or not publicly distributed, that uses Desktop Fonts, whether or not embedded, including for print, view or display by anyone accessing the Customer Documents.

34.2 "**Customer Site(s)**" means websites, webpages, or webpage content that Customer designs, develops, or creates, that is published, and that integrates, accesses, and publicly displays Web Fonts.

34.3 "**Desktop Fonts**" means the fonts or font families that Adobe makes available through the On-demand Services for Customer to synchronize to Customer's Computer solely for desktop publishing purposes (*i.e.*, to create Customer Documents).

34.4 "**Licensed Fonts**" means the Desktop Fonts and Web Fonts that Adobe makes available to Customer through the On-demand Services.

34.5 "**Reseller Platform**" means any service that allows its customers or clients to choose fonts for websites or other products that it provides on their behalf (*e.g.*, blogging platforms, social network profiles, etc.).

34.6 "**Web Fonts**" means the fonts or font families that Adobe makes available to Customer through the On-demand Services which Customer may use to create a Customer Site.

34.7 "**Web Project(s)**" means the software package created by Customer through the On-demand Services that comprises Customer's preferred settings, Licensed Fonts choices, formats, style sheets, and other software code, along with any code that wraps and identifies each Licensed Font.

PRODUCT SPECIFIC LICENSING TERMS FOR ADOBE SPARK

35. **Third-Party Services.** Adobe Spark includes features that allow Customer to use and search for content from independent third-party services from within Adobe Spark and import such content directly into Customer's Spark Projects (defined below). Adobe Spark provides access to such third-party services as a convenience only. Some third-party services or content may be offered for personal, non-commercial use only. For more information please visit Image Use Rights. All other requirements in the General Terms regarding use of third party providers apply.

36. **Personal Information of Spark Visitors; Customer Responsibilities.** As between Adobe and Customer, Customer is solely responsible for all personal information of visitors to Customer's Adobe Spark Projects ("**Spark Visitor(s)**") that Customer may collect via Customer's Spark Projects when Spark Visitors view, access, or use Customer's Spark Projects. "**Spark Projects**" mean the projects Customer creates using Adobe Spark such as videos, web pages, and graphics. Customer must comply with all applicable data security and privacy laws applicable to any personal information of Spark Visitors and Customer's indemnity obligations under the Agreement shall apply to breach thereof.

PRODUCT SPECIFIC LICENSING TERMS FOR ADOBE SUBSTANCE 3D ASSETS AND SUBSTANCE 3D AUTOMATION TOOLKIT

37. **Definitions.**

   37.1 "**Larger Work**" means a new work of authorship that incorporates an unmodified Substance 3D Asset.

   37.2 "**Modified Work**" means a new work of authorship created, at least in part, by modifying a Substance 3D Asset.

   37.3 "**Substance 3D Asset(s)**" means Substance 3D assets (including, but not limited to, materials, models, lights, atlases, and decals) that are made available to Customers on the "Substance 3D Assets" (or "3D Assets") webpage, the Substance Launcher, Creative Cloud Desktop, or any other Adobe-owned properties where such assets are clearly identified as "Substance 3D Assets" or "3D Assets".

38. **Substance 3D Automation Toolkit.** For the avoidance of doubt, the terms of the Agreement apply to Customer's use of the Substance 3D Automation Toolkit.

39. **Ownership.** Adobe and its licensors retain all right, title, and interest in and to the Substance 3D Assets. Substance 3D Assets are deemed to be Adobe Technology. Customer retains all right, title, and interest in Larger Works and Modified Works, subject to Adobe's underlying intellectual property in the Substance 3D Assets.

40. **License to the Substance 3D Asset(s).** Subject to the restrictions in this Agreement, Adobe grants Customer a non-exclusive, limited, revocable, non-transferable, non-sublicensable (except as set forth in section 40.4), worldwide, perpetual license to:

   40.1 use, copy, and modify the Substance 3D Asset(s);

   40.2 create derivative works based on the Substance 3D Asset(s) solely in the form of a Modified Work or a Larger Work;

   40.3 copy, publicly display, publicly perform, and distribute the Substance 3D Assets(s) only as modified into a Modified Work or as incorporated into a Larger Work; and

   40.4 sublicense the rights in the Modified Work(s) or Larger Work(s).

41. **Substance 3D Asset(s) Usage in China.** Customer is permitted to use Substance 3D Assets in China. **Adobe disclaims all representations and warranties regarding: Customer's ability to access or use Substance 3D Assets from Computers in China. Customer may not make a claim for breach of the performance warranty or breach of contract due to Customer's inability to access or use Substance 3D Assets from Computers in China, or for performance issues caused by the restrictions on Substance 3D Assets in China.**

42. **Restrictions**. The following license restrictions apply to Substance 3D Assets:

   42.1 Customer must not:

   (A) publicly display, publicly perform, distribute, or sublicense a Substance 3D Asset if it has not been (1) modified into a Modified Work; or (2) incorporated into a Larger Work;

   (B) use the Substance 3D Asset(s) in any way that allows a third party (other than a third-party contractor as permitted in the Agreement) to use, download, extract, or access the Substance 3D Asset(s) on a stand-alone basis;

   (C) take any action in connection with the Substance 3D Asset(s) that infringes the intellectual property or other rights of any person or entity, such as the moral rights of the creator of the Substance 3D Asset(s) or the rights of any person who, or any person whose property, appears in the Substance 3D Asset(s);

   (D) incorporate the Substance 3D Asset(s) into a trademark, logo, or service mark;

   (E) use the Substance 3D Asset(s) in a pornographic, defamatory, or otherwise unlawful manner; or

   (F) engage in any activity that interferes with or disrupts the Substance 3D Assets, including its servers and connected networks;

42.2   Customer may only distribute the Substance 3D Asset(s) as incorporated into Customer Content if (A) the Customer Content, without inclusion of the Substance 3D Asset(s), would qualify as an original work of authorship; and (B) the primary value of the Customer Content does not lie with the Substance 3D Asset(s) itself.

43. **Effect of Termination.** Upon expiration or termination of the Agreement, Customer may continue to use Substance 3D Assets that Customer has downloaded and paid for prior to expiration or termination, subject to its compliance with the Agreement. Adobe is not responsible for maintaining availability of Substance 3D Assets for Customer after the expiration or termination date of the Agreement. For clarity, Customer must not sublicense or distribute any Modified Works or Larger Works that were created or used in violation of section 42 (Restrictions).