1. **DEFINITIONS**
   1.1. "**Customer Training Data**" means the content that is provided to Adobe by or on behalf of Customer for the purpose of training, fine tuning, or otherwise customizing any Firefly generative AI models for Customer.
   1.2. "**Custom Model**" is a customized model that is created with the On-demand Services as a result of a Training Run.
   1.3. "**Training Run**" means use of the On-demand Services to initiate a request to create a customized model based on Customer Training Data.

2. **GENERAL TERMS**
   2.1. **Access.** This product is an On-demand Service that, as of the License Term Start Date, is made available through the "Custom Models" module of the Firefly website, located at firefly.adobe.com (or successor URL) ("**Firefly Website**"). This product may also be made available in other applications or websites as described in Documentation.
   2.2. **Custom Model License.** With this product, Adobe grants Customer access to On-demand Services to initiate Training Runs and create Custom Models. Customer may store up to the Quantity of Custom Models, as set forth in the Products and Services Pricing Detail table, in the On-demand Services.
   2.3. **Separate License for Outputs**. To generate outputs with Custom Models, Users must be assigned a separate Adobe Creative Cloud license, subject to separate terms, that include access to Products and Services that can generate with Custom Models, such as the Firefly Website. The Custom Model license, by itself, does not include output generation.
   2.4. **Output Indemnification.** Any indemnity that would apply to outputs of Custom Models would come from the separate Creative Cloud license. If the separate Creative Cloud license includes Firefly Output indemnification, then Customer Training Data shall be considered as Firefly Input for the purposes of that Firefly Output indemnification. There is no additional and separate Firefly Output indemnification for Custom Model. "Firefly Output" and "Firefly Input" are defined in the section for that indemnification, if Customer is provided that indemnification.
   2.5. **Internal Use Only.** Customer's use of Custom Models is for internal use only. Customer must not permit its clients to access or use Custom Models; however this does not restrict Customer from sharing with clients the outputs generated with Custom Models.
   2.6. **Volume of Training Runs.** Subject to any limitations specified in Documentation, each contract year, Customer may conduct Training Runs equal in number to five (5) times the Quantity of Custom Models. For example, if Customer licensed 1,000 Custom Models, the volume of Training Runs included with the license per contract year would be 5,000 (5 times 1,000).
   2.7. **Restriction on AI/ML**. Customer will not, and will not allow third parties to, use any content, data, output or other information received or derived from any generative AI powered Products and Services, including from any Custom Models, to directly or indirectly create, train, test, or otherwise improve any machine learning algorithms or artificial intelligence systems, including any architectures, models, or weights. Notwithstanding the foregoing sentence, Customer is permitted to include Firefly outputs as Customer Training Data.

3. **CUSTOMER ACKNOWLEDGEMENTS**
   3.1. Customer must have Enterprise Storage for Business enabled (learn more [here](#)).
   3.2. Custom Models are designed to only be compatible with specific Firefly generative AI models. In the event that these Firefly generative AI models become unsupported, Customer is required to retrain the impacted Custom Models in order to continue generating outputs, via the separate Creative Cloud license, from those Custom Models.
   3.3. Adobe cannot provide Customer with a copy of any Custom Model because Custom Models are provided as a hosted service and are designed only to operate in conjunction with Adobe's Firefly foundational models and technology and cannot be separated or copied for Customer.

4. **CUSTOMER FEEDBACK.** Customer may choose to provide Adobe with feedback regarding the Products and Services, including in the form of ideas, suggestions, proposals, and examples involving Customer Content ("**Feedback**"). In such event, Customer agrees that Adobe is free to use the Feedback for its business purposes, including by incorporation into Products and Services without any payment, attribution or other obligation to Customer. Adobe acknowledges that Feedback is provided "as is" and without any warranties. Adobe agrees to use reasonable efforts to not externally attribute Feedback to Customer or its end users.

5. **BETA FEATURES**
   5.1. Adobe may provide access to On-demand Services or a feature of the 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.
   5.2. 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.