

PSLT - Adobe Stock (2016v1.2.)

- Ownership. Except as granted in this PSLT, Adobe and its licensors retain all rights, title and interest in and to the Work.
- **2. License to the Work.** Subject to the restrictions in the General Terms and section 3 (Restrictions) below, Adobe grants one or more of the following license types, as specified in the Sales Order:
 - 2.1 **Standard License.** If Customer has a Standard License, Customer may use, reproduce, archive, modify or display the Work, up to 500,000 times as further described in section 3.2 (Standard License Restrictions) for: (A) marketing, promotional or decoration purposes; (B) digital productions such as websites, mobile advertising, mobile applications, e-cards, e-publications (e-books, e-magazines, blogs, etc.); and (C) personal or non-commercial uses. Customer may (1) distribute marketing or promotional materials, internal presentations, works for decorative purposes, or digital productions that incorporate the Work; and (2) use and display the Work on websites, if Customer takes all reasonable actions to prevent website visitors from downloading or reusing the Work. All licenses granted to Customer will extend to its Affiliates.
 - 2.2 **Enhanced License**. If Customer has an Enhanced License, Customer is entitled to the same license rights as the Standard License without the 500,000 limitation stated in section 3.2 (Standard License Restrictions).
 - 2.3 **Extended License**. In addition to the rights granted for an Enhanced License, if Customer has an Extended License, Customer may:
 - (A) Distribute the Work as incorporated into any item of merchandise or other work of authorship; and
 - (B) Use, reproduce, distribute or display the Work in connection with:
 - (1) Electronic templates and design template applications intended for resale or distribution; provided the recipient is only permitted to use or access the Work with the template;
 - (2) Any goods or services intended for resale or distribution, such as mugs, t-shirts, posters, greeting cards, posters or other merchandise, and any "print on demand" services; or
 - (3) A press release, including distribution of the stand-alone image file to the media, if Customer ensures that the Work is (a) only published in connection with the press release; and (b) not used or disseminated in any other manner.
 - 2.4 Client Use. Customer may use the license granted under this Agreement for the benefit of one of its clients, if Customer warrants that the Customer has full legal authority to bind the client to this Agreement. The license purchased for a Work may only belong to Customer or Customer's client. For Customer's clients, Customer must transfer all of its license rights and license restrictions to the Work to its client via an enforceable written agreement between Customer and Customer's client that includes terms no less restrictive than this Agreement. Customer must purchase additional licenses for the same Work if Customer intends to use the same Work for the benefit of other clients.
 - 2.5 **Archiving Rights**. Customer may create an archive, digital library, network configuration or similar arrangement to allow the Work to be viewed by Users, partners and clients of Customer.
 - 2.6 Comp License. Customer may use, reproduce, download or display "comp" or preview versions of a Work solely for previewing how a Work may look in production for up to 180 days from the date of download ("Comp Use"). Customer has no right to a production use of the Work without first acquiring the applicable license for the Work. Adobe does not guarantee that a Work that Customer uses for Comp Use will be available for license.
 - 2.7 Reservation. If Adobe reasonably believes that a Work may be subject to a third party claim or if a Work is otherwise in violation of this Agreement, then Adobe may instruct Customer to cease all use, distribution and possession of such Work, and Customer must promptly comply with such instructions. Adobe may discontinue the licensing of any Work at any time.

3. Restrictions.

- 3.1 **General Restrictions**. In addition to the restrictions in the General Terms which also apply to a Work, except as expressly permitted in section 2 (License to the Work), Customer must not:
 - (A) sell, license, share or distribute the Work or any modified Work as stand-alone or as part of an online database or any other database, or any derivative product containing the Work in such a way that allows a third party to use, download, extract or access the Work as a stand-alone file or electronic template;
 - (B) use, reproduce, distribute, perform, modify, or display the Work (by itself or in combination with any other work of authorship, for example) in any manner that is libellous or slanderous or otherwise defamatory, obscene, illegal or indecent;
 - (C) take any action in connection with the Work that infringes the intellectual property or other rights of any person or entity, such as the moral rights of the creator of the Work and the rights of any person who, or any person whose property, appears in Work;
 - (D) incorporate the Work into a trademark, logo or service mark;
 - (E) take any action in connection with the Work that would reasonably imply that the creator of the Work, or the persons or property appearing in the Work (if any), endorse any political, economic or other opinionbased movements or parties;
 - (F) use the Work in a way that places any person in the photo in a bad light or depicts them in a way that they may find offensive, such as: use of the Works in pornography; tobacco ads; ads for adult entertainment clubs or similar venues, including escort or similar services; political endorsements; in a way that implies mental or physical illness or impairment or uses that are defamatory, or otherwise contain unlawful, offensive or immoral content;
 - (G) use the Work in an editorial manner without affixing the accompanying credit line or attribution in this format: "Author Name / stock.adobe.com" or as designated on the Adobe Stock website for enterprise customers; or
 - (H) remove, obscure or alter any proprietary notices associated with the Works.
- 3.2 **Standard License Restrictions.** If Customer has a Standard License, then Customer may not (A) cause or allow any Work to appear on more than 500,000 printed materials (flyers, advertisements, covers, packages, etc.); and/or (B) incorporate the Work into a television program, video, or other digital production if the audience is expected to be greater than 500,000 viewers, in total. This restriction does not apply to Works that are only displayed on websites, Social Media Sites or mobile applications.
- 3.3 **Standard License and Enhanced License Additional Restrictions.** In addition to the restrictions in the General Terms and this PSLT, unless Customer has an Extended License, Customer may only distribute the Work as incorporated into an item of merchandise if (A) the Work has been modified to the extent that the modification is not substantially similar to the original Work and can qualify as an original work of authorship; or (B) the primary value of the item of merchandise does not lie with the Work itself. For clarification, under the Standard License or the Enhanced License, producing an unmodified Work on a poster intended for resale is not permitted as the primary value would lie in the Work itself.
- 3.4 Editorial Use Restrictions. For Works designated as "editorial use only" Customer must not (A) use these Works for any commercial purposes, including advertising, promotions, "advertorials" (e.g., an advertisement in a magazine that is presented in the style of an editorial article) without receiving separate written permissions and releases as necessary for Customer's use; or (B) modify these Works, except for minor adjustments for technical quality (e.g., for tone or brightness) or slight cropping or resizing, and only if Customer maintains the editorial context and meaning of the Work. Customer may also be subject to additional third party licensor restrictions (e.g., geographic limitations) that apply to a specific Work designated as "editorial use only". Such additional third party licensor restrictions will be displayed on the website in the details panel of the Work designated as "editorial use only".

3.5 **Social Media Use**. Customer may post or upload an unmodified version of the Work on Social Media Sites if (A) Customer includes the credit line or attribution notice on the Work itself ("Author Name / stock.adobe.com" or as designated on the Adobe Stock website for enterprises); and (B) the terms of use governing the Social Media Site do not include any provision which would claim to grant any exclusive rights in or ownership of the Work or modified Work to anyone.

4. Third Party Intellectual Property Rights.

- 4.1 **Adobe's Obligations.** For purposes of this PSLT, an "Infringement Claim" as defined in the Third Party Intellectual Property Claims section of the General Terms also includes a third-party Claim against Customer during the License Term to the extent the Claim alleges that an Indemnified Work directly infringes the third party's patent, copyright, trademark, publicity rights or privacy rights.
- 4.2 **Additional Conditions.** Adobe will have no liability for any Infringement Claim that arises out of: (A) any modification of the Indemnified Work to the extent that the claim arises from such modification; (B) any combination of the Indemnified Work with any other works; (C) any use of the Indemnified Work after Adobe has instructed Customer to stop using the Indemnified Work; (D) Customer's use of the Indemnified Work in violation of the terms of this Agreement; (E) use of Works designated as "editorial use only"; or (F) the context in which Customer uses the Indemnified Work to the extent that the claim arises from such context.
- 5. Other Claims. In addition to those Customer obligations set forth in the subsection (Customer's Obligations) under the section (Other Claims) in the General Terms, except for Infringement Claims covered by section 4 (Third Party Intellectual Property Rights), Customer will defend, at its expense, any third-party Claim against Adobe to the extent it arises from Customer's breach of the terms of this Agreement.
- **6. Termination and Effect of Termination.** Adobe may terminate the license to any Work upon notice to Customer in the event of Customer's breach of the terms in this Agreement. Adobe may deny the downloading of any Work from the On-demand Services. Upon termination of the Agreement, Customer may continue to use the Work that Customer has downloaded and paid for, subject to its compliance with the Agreement.
- 7. Third-Party Notices. The creators of certain public standards and publicly available code, as well as other third party licensors, require that certain notices be passed through to the end users of the On-demand Service. 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.

8. Definitions.

- 8.1 "Enhanced License" means the "Enhanced License" designation of the specific license rights associated with Customer's download and use of Works as specified in the Sales Order.
- 8.2 "Extended License" means the "Extended License" designation of the specific license rights associated with Customer's download and use of Works as specified in the Sales Order.
- 8.3 "Indemnified Work" means a Work that Customer has downloaded and paid for.
- 8.4 "Social Media Site(s)" means a website or application which has a primary focus on facilitating social interaction among its users and allowing users to share content in connection with such social interaction.
- 8.5 **"Standard License"** means the "Standard License" designation of the specific license rights associated with Customer's download and use of Works as specified in the Sales Order.
- 8.6 "Work" means the images (such as photographs, illustrations, and vector files), videos, or other pictorial or graphic work that Customer may license or download through the Adobe Stock On-demand Services.