



## PSLT – Adobe Stock (2019v2)

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  - 3.1 **General Restrictions.** Customer must not:
    - (A) use the Work in any way that allows a third party to use, download, extract or access the Work as a stand-alone file, or in a way that exceeds the scope of this license to the Work;
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    - (C) use as, or incorporate the Work into a trademark, logo or service mark;
    - (D) use the Work in a pornographic, defamatory, or otherwise unlawful manner;
    - (E) use the Work in a way that depicts models and/or property in connection with a subject that a reasonable person could consider unflattering, immoral, or controversial, taking into account the nature of the Work, examples of which could include, without limitation, ads for tobacco; adult entertainment clubs or similar venues or services; endorsements of political parties or other opinion-based movements; or implying mental or physical impairment;
    - (F) use the Work in an editorial manner without the credit line or attribution, placed in a way that is reasonable to the applicable use, in this format: “Contributor Name / stock.adobe.com”, or as designated on the Adobe Stock website for enterprise customers;
    - (G) remove, obscure or alter any proprietary notices associated with the Works, or give any express or implied misrepresentation that you or another third party are the creator or copyright holder of any Work; or

- (H) use the Works or any title, caption information, keywords or other metadata associated with Works for any (1) machine learning and/or artificial intelligence purposes; or (2) technologies designed or intended for the identification of natural persons.

### 3.2 Standard License Restrictions.

- (A) Customer may not, in the aggregate, (1) cause or allow any Work to appear on more than 500,000 printed materials (including copies); and/or (2) incorporate the Work into a performance, broadcast or digital production if the audience is expected to be greater than 500,000 viewers. This restriction does not apply to Works that are only displayed on websites, social media sites or mobile applications.
- (B) Customer may not incorporate the Work into merchandise intended for sale or distribution, including “on demand” products, unless (1) the Work has been modified to the extent that the new work, as incorporated into such merchandise, is not substantially similar to the Work and can qualify as an original work of authorship; or (2) the primary value of such merchandise does not lie with the Work itself. For clarification, producing an unmodified Work on a poster intended for resale or distribution is not permitted, as the primary value would lie in the Work itself.

3.3 **Editorial Use Restrictions.** For Works designated as “editorial use only” in the On-demand Services, Customer may only use those Works (A) in a manner that maintains the editorial context and meaning of the Work; (B) in relation to events or topics that are newsworthy or of general interest to the public; and (C) in compliance with any additional third party licensor restrictions displayed on the Adobe Stock website in the details panel of such Work. Customer must not (1) use these Works for any commercial (i.e., promotional, advertorial or merchandising) purpose; or (2) modify these Works, except for minor adjustments for technical quality or slight cropping or resizing. Customer must include the accompanying credit line or attribution, placed in a way that is reasonable to the applicable use, in this format: “Contributor Name/stock.adobe.com”, or as designated on the Adobe Stock website. If Customer wishes to use an editorial Work for a commercial purpose, Customer must (i) obtain a license directly from the copyright owner of the Work; and (ii) secure additional permissions as necessary.

3.4 **Attribution.** In addition to the obligations in section 3.1(F) (General Restrictions), (a) if any other stock content provider receives attribution in connection with a particular use, Customer also must include substantially similar attribution for Adobe Stock; and (b) if the Work is used in an audiovisual production, Customer must use commercially reasonable efforts to include attribution for Adobe Stock in accordance with industry standards, and where possible in the following format: Contributor Name/stock.adobe.com.

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#### 4.2 License for Pro Images.

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- (B) Customer may download an unlimited number of Pro Images during the License Term.
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than as permitted during the Grace Period, Customer may not use a Pro Image for the first time, or in a new context (such as on new or different merchandise), after the expiration or termination. Immediately after the Grace Period ends, Customer must delete all unused Pro Images. Customer agrees not to stockpile Pro Images or otherwise abuse access to these On-demand Services.

## 5. Third Party Intellectual Property Claims.

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- 5.2 **Additional Conditions.** Adobe will have no liability for any Infringement Claim that is a result of: (A) any modification of the Indemnified Work; (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 this Agreement; (E) any use of Works designated as "editorial use only"; or (F) the context in which Customer uses the Indemnified Work.
6. **Other Claims.** Customer will defend and pay, at its expense, any third-party Claim against Adobe that is a result of Customer's breach of the terms of this Agreement.
7. **Reservation.** If Customer has actual knowledge, or if Customer or Adobe reasonably believes that a Work may be subject to a third-party claim, then Adobe may instruct Customer to cease all use, reproduction, modification, display, distribution and possession of that Work, and Customer must promptly comply with Adobe's instructions, and ensure Customer's clients, distributors, employees, and employers stop using the Work. Adobe may, at any time, (A) terminate the license to any Work upon notice to Customer in the event of Customer's breach of this Agreement; (B) discontinue the licensing of any Work; and (C) deny the downloading of any Work.
8. **Legal Counsel.** Customer will rely on its own legal counsel as to its use of Works in a particular country or for a particular use.
9. **Effect of Termination.** Except as otherwise set forth in section 4.3 (Effect of Termination for Pro Images), upon termination of the Agreement, Customer may continue to use Works (excluding Pro Images) that Customer has downloaded and paid for, subject to its compliance with the Agreement.
10. **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 URL). The inclusion of these third-party notices does not limit Adobe's obligations to the Customer.