



1. Additional Definitions.

- 1.1 “**Audio Project**” means a specific project created by the Customer that combines an Audio Work with images, video, narration, or other materials as allowed under the Agreement.
- 1.2 “**Audio Work(s)**” means the audio tracks (including all sound recordings, musical compositions, and any other recordings containing sounds or a series of sounds, embodied therein) that are designated as Adobe Stock assets on any Website, except that “Audio Work” does not include any audio that may be in a Work and does not include Output (as defined below).
- 1.3 “**Eligible Firefly Features**” means the Firefly features listed in the Firefly Product Description.
- 1.4 “**Export Event**” means that a User has within the Adobe Stock On-demand Services consumed one or more credits to complete an action listed under the Adobe Stock section in the Firefly Product Description regarding an Output. Export Events do not include download of Output (A) without the consumption of one or more credits or (B) under an unlimited download entitlement such as an Unmetered Plan. As used in this paragraph, “credit” does not include any separate allocation of “generative credits” that allow a user to submit Inputs to generate Outputs.
- 1.5 “**Firefly Product Description**” means the description located at <http://helpx.adobe.com/legal/product-descriptions/adobe-firefly.html> (or successor URL), which may be updated by Adobe from time to time to list additional products, features, and export events.
- 1.6 “**Indemnified Firefly Output**” means Output generated in response to an Input when using Eligible Firefly Features in the Adobe Stock On-demand Services and provided to the Customer after an Export Event. Stock Assets, including any Stock Assets labeled as “Generated with AI” or any similar designation, are not Indemnified Firefly Output.
- 1.7 “**Stock Asset(s)**” means one or both of Audio Work(s) and Work(s), and, for clarity, does not include Output.
- 1.8 “**Unmetered Plan**” means Adobe Products and Services that (A) allow the purchasing Customer during the applicable License Term to license an unlimited number of the individual Stock Asset files made available by Adobe in such Products and Services and (B) are identified as an unmetered plan on the Stock Product Description (as defined below). The Stock Product Description lists the types of Stock Assets made available for license under Unmetered Plans. For example, “Edition 4”, “Edition 4 Plus”, “Pro Edition”, and “Pro Plus Edition” plans are Unmetered Plans.
- 1.9 “**Website(s)**” means Adobe Stock On-demand Services available at www.stock.adobe.com (or successor URL), or other Adobe websites or applications that make available Stock Assets for license.
- 1.10 “**Work(s)**” means the photographs, illustrations, images, vectors, videos, 3D assets, template assets, and other pictorial or graphic works designated as Adobe Stock assets on any Websites, but, for clarity, does not mean any Audio Work or Output (as defined below).

2. Ownership. Except as granted in this PSLT, Adobe and its licensors retain all rights, title, and interest in and to the Stock Assets.

3. License Terms Applicable to Stock Assets. Subject to the applicable restrictions, Adobe grants Customer and its Affiliates (if any) the following non-exclusive, perpetual (except as to Comp Licenses), worldwide, non-transferable and non-sublicensable license types, as specified in the Sales Order:

- 3.1 **Works Standard License.** Customer may use, reproduce, archive, modify, and display the Work, in all media, for (A) advertising, marketing, promotional, and decoration purposes; and (B) personal and non-commercial uses (collectively “**Standard License**”). For clarity, Customer may distribute marketing and promotional materials, internal presentations, decorations, and digital productions that display or incorporate the Work.

- 3.2 **Works Extended License.** Customer may use, reproduce, archive, modify, and display the Work, in all media, for (A) advertising, marketing, promotional, and decoration purposes; (B) personal and non-commercial uses; and (C) incorporation into merchandise and template files intended for sale or distribution (collectively “**Extended License**”). For clarity, Customer may distribute marketing and promotional materials (including press releases), internal presentations, decorations, templates, and digital productions that display or incorporate the Work.
- 3.3 **Audio Extended License.** Customer may (A) synchronize and otherwise combine the Audio Work with video, audio, and other materials, to create an unlimited number of Audio Projects; (B) adapt, edit, and modify the Audio Work in Audio Projects (including converting the file format, pitch-shifting, time compression, cutting, and trimming); (C) reproduce, copy, transmit, broadcast, display, publicly perform, and otherwise distribute the Audio Work as incorporated into a Audio Project, including in radio, television, paid-access streaming video services, paid-access on-demand video services, theatrical releases, computer software applications (including mobile applications and video games), and physical point of sale locations (such as shopping malls, point of sale systems, in-store displays, and showroom videos); and (D) use Audio Projects for any purpose, including advertising, marketing, promotional, and commercial (collectively “**Audio Extended License**”).
- 3.4 **Comp License.** Customer may use, reproduce, modify, or display “comp” (i.e., composite, or preview) versions of a Stock Asset solely for previewing how a Stock Asset may look or sound in production or an Audio Project for up to 180 days from the date of download (“**Comp License**”). Unless a license is purchased, Customer has no other rights to the comp version of the Stock Asset. A Comp License version of an Audio Work is a compressed AAC file with a .m4a file extension, unless otherwise indicated on the Website. Adobe does not guarantee that a Stock Asset that Customer uses under a Comp License will be available for license thereafter.

4. Client Use; Social Media Use.

- 4.1 **Client Use.** When Stock Assets are used in client projects, Customer may purchase a license to a Stock Asset (excluding a Stock Asset licensed under an Unmetered Plan) on behalf of its client, and its client may then use the asset subject to this PSLT. In that case, Customer represents and warrants that it has full legal authority to, and will, bind the client to these terms. If Customer does not do so, then the client may not use the Stock Asset. The rights purchased may only belong to Customer or its client. If Customer purchases a license to a Stock Asset used by a client, it must purchase additional licenses for any other use by Customer or additional clients. In other words, only one of Customer or the client (and not both) may re-use a Stock Asset in multiple projects. Customer must not (a) resell licenses to Stock Assets or (b) use Stock Assets licensed under an Unmetered Plan in client projects or permit its clients to use such assets.
- 4.2 **Social Media Use.** Customer may use a Stock Asset on third-party social media platforms or websites in accordance with the applicable third-party user agreement, provided that doing so does not exceed the scope of the license granted to Customer under this PSLT.

5. Restrictions. The below restrictions are in addition to the restrictions in the General Terms, which also apply to a Stock Asset:

- 5.1 **General Restrictions applicable to all Stock Assets.** Customer must not:
- (A) use a Stock Asset in a way that allows a third party to use, download, extract, or access the Stock Asset as a stand-alone file, or in a way that exceeds the scope of this license to the Stock Asset;
 - (B) take any action in connection with a Stock Asset that infringes the intellectual property or otherwise violates any third-party rights, including without limitation the moral rights of the creator of the Stock Asset and the rights of any person who, or any person whose property, appears in the Stock Asset;
 - (C) register, or apply to register, a trademark, design mark, service mark, sound mark, or tradename, that uses a Stock Asset (in whole or in part); or claim ownership rights in an attempt to prevent a third party from using a Stock Asset;
 - (D) use a Stock Asset in a manner that is pornographic or defamatory, or that violates any applicable laws, rules, or regulations;
 - (E) use a Stock Asset in a way that depicts models or property in connection with a subject that would be unflattering or controversial to a reasonable person, including but not limited to use in a way that implies mental or physical illness or impairment without indicating that the content is being used for illustrative

purposes only and any person depicted in the content is a model (e.g., “Stock photo - posed by model”), except no disclaimer is required for Editorial Works (as defined below) used in compliance with this PSLT;

- (F) give any express or implied misrepresentation that Customer or another third party is the creator or copyright holder of any Stock Asset; or
- (G) use (or allow third parties to use) the Adobe Stock On-demand Services (including the Stock API and any content, data, output, or other information received or derived from the Adobe Stock On-demand Services, such as Stock Assets) to directly or indirectly create, train, test, or otherwise improve any machine learning algorithms or artificial intelligence systems, including any architectures, models, or weights.

5.2 **Standard License Restrictions applicable to Works.** In addition to the restrictions in section 5.1 (General Restrictions applicable to all Stock Assets), in respect to any Work under a Standard License, Customer must not:

- (A) in the aggregate, (1) cause or allow any Work to appear on more than 500,000 printed materials (including copies); or (2) incorporate the Work into any live, recorded, or digital production if the audience is expected to exceed 500,000 viewers, except that this restriction on audience size does not apply to Works that are displayed only on internet-based applications, such as websites or mobile applications;
- (B) incorporate a 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; or
- (C) use, include, or incorporate a Work into any electronic template or design template application (e.g., a web design or presentation template, or templates for electronic greeting cards or business cards).

5.3 **Audio Works Restrictions.** In addition to the restrictions in section 5.1 (General Restrictions applicable to all Stock Assets), Customer must not:

- (A) use any Audio Work in a way that alters its fundamental character, such as to create remixes or mashups; make any other alterations for the purpose of creating new music; or otherwise alter the Audio Work except as expressly provided in section 3.3(B) (Audio Extended License);
- (B) use any Audio Work as a theme song in an Audio Project type specified in section 3.3(C) (Audio Extended License);
- (C) incorporate any Audio Work into any electronic template or design template application (e.g., a web design or presentation template, or templates for electronic greeting cards or business cards);
- (D) offer any Audio Work on a stand-alone basis or as a listening-only experience, such as a track on an album; or
- (E) upload or make available any Audio Work as combined solely with a still image or simple one-shot video on a streaming platform (e.g., creating a playlist by using an Audio Work in combination with a visual element, where the visual element adds little to no value).

5.4 **Editorial Works Restrictions.** In addition to the restrictions in sections 5.1 (General Restrictions applicable to all Stock Assets) and 5.2 (Standard License Restrictions applicable to Works), for Stock Assets designated as “editorial use only” in the Adobe Stock On-demand Services (“**Editorial Work(s)**”):

- (A) Customer may only use Editorial Works (1) in a manner that maintains the editorial context and meaning of the Work; (2) in relation to events or topics that are newsworthy or of general interest to the public; and (3) in compliance with any additional third-party licensor restrictions displayed on the Website in the details panels of such Editorial Works;
- (B) Customer must not (1) use Editorial Works in a misleading or deceptive manner (2) use Editorial Works for any commercial (e.g., promotional, advertorial, or merchandising) purpose, including use in connection with any non-fungible tokens (NFTs) or similar technology for the sale of digital assets; or (3) modify Editorial Works, except for minor adjustments for technical quality or slight cropping or resizing;
- (C) notwithstanding clauses (1) and (2) of section 5.4(A), if Customer wishes to use an Editorial Work for a in a manner restricted in this section, Customer must first (1) obtain a license directly from the copyright owner of the Stock Asset; and (2) secure additional permissions as necessary.

6. Attribution. Customer must comply with the following attribution requirements:

- 6.1 For Editorial Works or if a Stock Asset is used in an editorial manner, then a credit line must be placed in a way that is reasonable to the applicable use and includes the contributor name and a link to the Website, such as: “[Contributor Name]/stock.adobe.com”, or as designated on the Website;
- 6.2 If a Stock Asset is used in an audio-visual 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: (1) for Works: “[Contributor Name]/stock.adobe.com”; and (2) for Audio Works: “[Song Title] performed by [Artist's Name]/stock.adobe.com”; and
- 6.3 If attribution is not already provided and a Stock Asset is used in a context where any other stock content provider receives attribution, Customer also must include substantially similar attribution for Adobe Stock.

7. Special Terms for Unmetered Plans and Generative AI.

- 7.1 Unmetered Plans. The terms of this section 7.1 apply only to Unmetered Plans and Stock Assets licensed under those plans. If there is a conflict between this section 7.1 and any other term of this PSLT or the Agreement, this section 7.1 controls only with respect to such plans and assets.

(A) License of Assets under an Unmetered Plan.

- (i) Stock Assets licensed under an Unmetered Plan (except Audio Works) are licensed to Customer under an Extended License. Such Stock Assets that are Audio Works are licensed under an Audio Extended License.
- (ii) For Stock Assets licensed under an Unmetered Plan, the granted license is perpetual for the specific uses of such assets that Customer has made prior to the end of the License Term, including the Grace Period as applicable.
- (iii) The License Term for a Stock Asset licensed under an Unmetered Plan will be deemed to continue through any seamless extensions or renewals of the applicable Sales Order.
- (iv) During the License Term applicable to an Unmetered Plan, Customer may use such plan to license an unlimited number of the individual Stock Assets made available by Adobe in that plan and of the types described in the applicable Sales Order or Stock Product Description (as defined below).

(B) Limitations and Restrictions. In addition to the other restrictions on use of Stock Assets, Unmetered Plans and Stock Assets licensed under those plans are subject to the important limitations and restrictions stated below.

- (i) Stock Assets licensed under an Unmetered Plan may be used only for bona fide expressive projects. Customer may license such assets only as needed during the creation of such projects.
- (ii) Customer will not use Stock Assets licensed under an Unmetered Plan in work for its clients or permit its clients to use such assets.
- (iii) Customer will not license more Stock Assets under an Unmetered Plan than needed for immediate use in projects. The license of more of such assets than reasonably needed for immediate use is sometimes referred to as “stockpiling” and is prohibited. Adobe may determine, in its sole discretion, that Customer’s use constitutes unpermitted stockpiling.
- (iv) Customer will not use its access to an Unmetered Plan for machine learning as restricted in section 5.1 (G).
- (v) Customer will not use access to an Unmetered Plan in support of a “print on demand” business model.
- (vi) Only individuals who have been delegated an Unmetered Plan seat may access an Unmetered Plan through the Adobe Stock API in order to license assets.

(C) Remedies. Without limitation on our other available remedies, if Adobe believes Customer has breached any restriction in this Agreement, we may notify the appropriate Customer administrator who will promptly provide information about usage.

(D) **Effect of Termination or Expiration.** Upon the earlier of the termination or expiration of the License Term or the Agreement, Customer will have a 30-day grace period (“Grace Period”) to use any Stock Asset downloaded under an Unmetered Plan prior to such expiration or termination, and any such asset so used remains subject to the terms of this PSLT. Any such asset that is downloaded by Customer prior to such expiration or termination, but not used before the end of the Grace Period, is not considered licensed. Customer may not download Stock Assets under an Unmetered Plan during the Grace Period. Other than as permitted during the Grace Period, Stock Assets licensed under an Unmetered Plan may not be used for the first time, or in a new context (such as on new or different merchandise), after expiration or termination of the License Term or the Agreement. Immediately after the Grace Period ends, Customer must delete all unused Stock Assets that were downloaded under an Unmetered Plan.

7.2 Generative AI.

(A) **Generating Content.** Adobe may provide to Customer access to generative AI features as part of the Adobe Stock On-Demand Services. To use generative AI features, Customer may be asked to input or upload content, such as an audio file, video file, document, image, or text (including any output parameters, such as aspect ratio, style, etc.) (collectively, “**Input**”). The Input will be used by the Adobe Stock On-demand Services to generate an output such as an image, text, text effects, vector graphic file, audio file, or video file, which will be provided within the Adobe Stock On-demand Services (“**Output**”). Input and Output are Customer Content and all provisions governing Customer Content in this Agreement apply to the Input and Output. The generative AI features, Input, and Output must be used in accordance with this Agreement. Adobe reserves the right to throttle, limit, disable, suspend, or terminate your right to use or access the generative AI features as described in the Sales Order or in Documentation, as applicable.

(B) **Output.** The restrictions described in section 5.1 (G) (Restriction on AI/ML) apply to Output. Output may not be unique and other users of generative AI features may generate the same or similar Output.

8. Third Party Intellectual Property Claims.

8.1 Adobe’s Obligations.

(A) **Stock Asset Indemnification.** For purposes of this PSLT, an “Infringement Claim” as defined in the General Terms includes a third-party Claim against Customer or its Affiliates during the License Term to the extent the Claim alleges that an Indemnified Stock Asset directly infringes the third party’s patent, copyright, trademark, publicity, or privacy rights. “**Indemnified Stock Asset**” means a Stock Asset (excluding Editorial Works) that Customer has licensed and paid for. For clarity, Stock Assets that consume credits are Indemnified Stock Assets. Stock Assets licensed through an Unmetered Plan are Indemnified Stock Assets even if labeled as “free.” Otherwise, free Stock Assets are not Indemnified Stock Assets.

(B) **Output Indemnification.** For the purposes of this PSLT, an “Infringement Claim” as defined in the General Terms includes a third-party Claim against Customer or its Affiliates during the License Term to the extent the Claim alleges that an Indemnified Firefly Output directly infringes the third party’s patent, copyright, trademark, publicity, or privacy rights.

8.2 **Additional Conditions.** Adobe will have no liability for any Claim that is based on or arises from: (A) any modification of a Stock Asset or Output, including with Adobe Products and Services; (B) any combination of a Stock Asset or Output with any other material, content, or information; (C) any use of a Stock Asset or Output after Adobe has instructed Customer to stop using it; (D) any Output that is based on a non-text Input, where the Input on its own would have given rise to the Claim; (E) Customer’s use of a Stock Asset or Output in violation of this Agreement; (F) any use under a Comp License; (G) the context in which Customer uses a Stock Asset or Output; or (H) anything that is not the audiovisual content displayed or played by the Eligible Firefly Feature, for example any technical metadata that may be produced by the Eligible Firefly Feature such as file metadata and query response parameters.

9. **Reservation.** If Customer has actual knowledge, or if Customer reasonably believes, that a Stock Asset may be subject to a third-party Claim, then Customer must promptly notify Adobe in writing. If Adobe reasonably believes that a Stock Asset 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 Stock Asset, and Customer must promptly comply with Adobe’s instructions, and ensure Customer’s clients, distributors, employees, and employers stop using the Stock Asset. Adobe may, at any time, (A) terminate the license to any Stock Asset upon notice to Customer in the event of

Customer's breach of this Agreement, (B) discontinue the licensing of any Stock Asset, and (C) deny the downloading of any Stock Asset.

- 10. Disclaimer.** Adobe is not responsible for, and expressly disclaims any liability, for:
 - 10.1 any use of Comp Licenses;
 - 10.2 the accuracy of any Stock Asset and any related metadata, including titles, keywords, and captions; and
 - 10.3 feedback, materials, or answers to questions provided to Customer by Adobe or its representatives, all of which are provided as a courtesy only and do not constitute legal advice.
- 11. Adobe Stock APIs.** Customer's use of the Adobe Stock APIs is subject to the Adobe Developer Terms located at www.adobe.com/go/developer-terms (or successor URL). Customer will not use its access to Adobe Stock APIs in violation of Section 5.1 (G). The Adobe Developer 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 Terms, the Adobe Developer Terms will control but only with respect to the Adobe Stock APIs.
- 12. Product Description.** The Adobe Stock product description located at helpx.adobe.com/legal/product-descriptions/stock.html (or successor URL) ("**Stock Product Description**") is incorporated herein by this reference, and Customer's use of the Adobe Stock On-demand Services is subject to the terms of the Stock Product Description that are applicable to Customer's Sales Order.
- 13. Legal Counsel.** Customer will rely on advice from its own legal counsel regarding its use of Stock Assets.
- 14. Effect of Termination or Expiration.** Upon termination or expiration of the applicable Sales Order or the Agreement: (A) except as otherwise set forth in section 7.1(D) (Effect of Termination for Unmetered Plan Assets), Customer may continue to use Stock Assets (excluding Stock Assets downloaded under an Unmetered Plan) that Customer has downloaded and paid for; and (B) Customer should download any Stock Assets licensed by Customer, and make note of any license validation codes issued upon license of an Audio Work, as such Stock Assets and license validation codes may not be always available after termination or expiration, although Customer's admin will have access to Stock Assets licensed under this Agreement and Customer's related license history for 30 days in the same format then available within the Adobe Stock On-demand Services.
- 15. 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 Adobe Stock On-demand Services. These third-party notices are located at www.adobe.com/go/thirdparty (or successor URL). The inclusion of these third-party notices does not limit Adobe's obligations to Customer.