



## PSLT - Adobe Express with Firefly (2024v1)

1. The Adobe Express & Adobe Firefly product includes Creative Cloud On-Demand Services, as covered under the [PSLT for Adobe Creative Cloud](#).
2. The following definitions apply to the Adobe Express with Firefly products:
  - 2.1. “Eligible Firefly Features” means the Firefly features listed at [helpx.adobe.com/legal/product-descriptions/adobe-firefly.html](https://helpx.adobe.com/legal/product-descriptions/adobe-firefly.html) (“Firefly Product Description”), which may be updated by Adobe from time to time to list additional features.
  - 2.2. “Eligible Firefly Surfaces” means the Products and Services listed in the Firefly Product Description that provide access to Eligible Firefly Features, which may be updated by Adobe from time to time to list additional Products and Services.
  - 2.3. “Export Event” means that a User provisioned under this SKU has performed an action regarding a Firefly Output within an Eligible Firefly Surface as listed in the Firefly Product Description, which may be updated by Adobe from time to time to list additional actions.
  - 2.4. “Firefly Input” means the content a User inputs or uploads to an Eligible Firefly Feature, such as an audio file, video file, document, image, text (including any output parameters, such as aspect ratio, style, etc.), or a combination of such content.
  - 2.5. “Firefly Output” means the content, such as an image, text, text effects, vector graphic file, audio file, texture, or video file, provided to a User by an Eligible Firefly Feature on an Eligible Firefly Surface in response to a User’s Firefly Input.
3. **Firefly Output Indemnification.** For the Adobe Express with Firefly product, 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 a Firefly Output (following an Export Event) directly infringes the third party’s patent, copyright, trademark, publicity, or privacy rights.
4. **Indemnification Exceptions.** Adobe will have no liability for any Claim to the extent that the Claim is based on or arises from: (A) any modification of a Firefly Output, including with any Adobe Products and Services; (B) any combination of a Firefly Output with any other material, content or information; (C) use of a Firefly Output in violation of the Agreement; (D) the context in which any Firefly Output is used; (E) any Firefly Output that is based on a non-text Firefly Input, where the Firefly Input on its own would have given rise to the Claim; (F) any use of a Firefly Output after Adobe has instructed Customer to stop using it; or (G) anything that is not the audio and/or visual content displayed or played by the Eligible Firefly Feature to the User, for example any technical metadata that may be produced by the Eligible Firefly Feature such as file metadata and query response parameters.
5. **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 any Firefly Outputs, to directly or indirectly create, train, test, or otherwise improve any machine learning algorithms or artificial intelligence systems, including any architectures, models, or weights.
6. **Customer Content.** Firefly Inputs and Firefly Outputs are Customer Content (as defined in the General Terms).
7. **Express with Firefly – Site License-Specific Terms.** For the Express w Firefly – Site license:
  - 7.1. Customer is not limited to the Quantity specified within the Products and Services Pricing Detail section. Except for any mutually agreed upon fees associated with an Acquisition Event (as defined below), Adobe agrees not to charge additional fees for this excess usage.
  - 7.2. If Customer is acquired by, acquires, or merges with another entity (an “Acquisition Event”), then Customer may not Deploy any additional licenses of this product unless the Parties agree on additional fees to reflect the Acquisition Event. If requested by Adobe, Customer must, within 14 days, confirm if an Acquisition Event has occurred.
  - 7.3. “Deploy” means to make a license available for Products and Services to a User or Computer, as applicable, regardless of whether the license was accessed by a User or not.