PSLT – Adobe Creative Cloud, Firefly, and Substance 3D APIs (2025v1)

This PSLT governs Customer's use of Adobe Creative Cloud, Firefly, and Substance 3D APIs and is incorporated by reference into the General Terms. Adobe Document Services (DC APIs) are governed under a separate PSLT.

1. **Definitions.** Capitalized terms not defined here have the same meaning as defined in the General Terms:

   1.1 **"API"** means application programming interface.

   1.2 **"API Action**" means the capabilities performed by the APIs and subject to limitations listed in the Documentation and Rate Card.

   1.3 "**Content Files**" means Adobe assets provided as part of the Developer Tools.

   1.4 **"Customer Software"** means any software applications, programs, or other technologies Customer develops that are intended to access, function, or interoperate with the Developer Tools. For the avoidance of doubt, Customer Software may be comprised of a hosted service.

   1.5 **"Developer Tools"** means the APIs, software development kits (SDKs), and any related technical information, documentation, API keys, or other development items and associated or related materials that Adobe provides to Customer for use with the API Actions via the Adobe developer portal, Adobe I/O, located at www.adobe.io (or successor website). Developer Tools constitute Products and Services as defined in the General Terms.

   1.6 **"Operation"** means the billing metric for use of API Actions. For example, API Actions may consume more than 1 Operation. The consumption rate for each API Action is set forth in the Rate Card.

   1.7 **"Rate Card"** means the consumption rates and limitations listed at https://www.adobe.com/go/firefly-api-operation-definitions, which may be updated from time to time, such as when API Actions are added.

2. **License Grant to Developer Tools.** Subject to the terms and conditions of the Agreement, Adobe grants Customer a non-exclusive, non-transferable license to use Developer Tools for the sole purpose of developing, testing and building integrations with Customer Software.

3. **Content Files**. Unless Documentation or specific licenses state otherwise, Adobe grants Customer a limited nonexclusive, non-sublicensable, non-transferable, revocable license to use the Content Files with Customer Software. Under no circumstances can Customer distribute the Content Files on a stand-alone basis, outside of the Customer Software.

4. **Developer Console Terms and Conditions.** To access the Developer Tools, Customer will be required to create an account with the Adobe Developer Console and to accept a set of terms and conditions (referred to as the "**Developer Terms**"). Notwithstanding Customer's acceptance of the Developer Terms, Customer's use of the Developer Tools in the Adobe Developer Console shall be governed by this PSLT.

5. Prerelease or Beta Version

5.1. Adobe may provide access to Developer Tools, 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.

5.3. Customer must not, and must not allow third parties to, use the Beta Version (and any outputs from Beta Version) for any public or external use, unless approved by Adobe in writing (e.g., to ensure that Adobe and Customer agree on a rate for such use of APIs).

6. General Requirements and Restrictions.

6.1. **No Similar Functionality.** Customer Software must add significant functionality or features beyond the capabilities in Developer Tools (or any component of them).

6.2. **Restriction on AI/ML**. Customer will not, and will not allow third parties to, use the Developer Tools (or any content, data, output, or other information received or derived from the Developer Tools) to directly or indirectly create, train, test, or otherwise improve any machine learning algorithms or artificial intelligence systems, including any architectures, models, or weights.

6.3. **Internal Use of Customer Software**. Except as expressly permitted in the Sales Order, Customer Software must not be provided to third parties (for example, by offering Customer Software as an external facing product to consumers or clients). The foregoing sentence does not apply to outputs provided by the Customer Software.

6.4. **Sample Files.** Sample Files may not be used for any other purpose than for which they were provided. Customer may not distribute Sample Files in any way that allows a third party to use, download, extract, or access the Sample Files as a stand-alone file, and Customer may not claim any rights in the Sample Files. "Sample Files" means Adobe-provided audio, visual, video, or other content files for use in tutorials, demonstrations, and for other testing purposes, which may be identified as sample files.

6.5. **No Endorsement.** Customer will not represent to any third party that Adobe has endorsed, warranted or guaranteed the performance of any Customer Software, including any related product or service.

6.6. Use of Developer Tools.

(A) **API Credentials**. Customer is responsible for taking reasonable steps to maintain the security and control of its API credentials. Adobe assumes no responsibility for any loss that Customer may sustain due to a compromise of Customer's API credentials. Adobe recommends against embedding API credentials in mobile environments or other client-side applications where it may be difficult to safekeep API credentials.

(B) **Updates.** From time to time, Adobe may release updates or patches to the Developer Tools. Use of Developer Tools that are not the most current version is at Customer's own risk and may result in degraded performance, disabled access, or increased security vulnerabilities.

(C) **Usage Limits and Spikes**. Adobe may set limits on use of the Developer Tools by throttling, queuing, or otherwise rate limiting API calls when Adobe believes that the volume of API calls may adversely impact the Products and Services. If Customer anticipates significant increases in demand for API resources ("**Spikes**"), Customer agrees to communicate to Adobe in a reasonable timeframe in advance of such Spikes and work with Adobe to create a plan to manage such Spikes.

(D) **Notices.** Customer agrees that it will retain and reproduce any Adobe copyright notices, disclaimers, or other proprietary notices or attribution statements (as they may appear in the Developer Tools) in Customer Software, as such language is found in a "Readme" file, "License" file or the Third-Party License Terms at www.adobe.com/products/eula/third_party.html

7. Product Specific Terms for Firefly APIs

7.1. Generating Content. The Firefly APIs may be used to request an input or upload of content, such as an audio file, video file, document, image, text, or a combination of such content (collectively, "**Input**"). The Input will be used by the On-demand Services to generate an output, such as an image, text, text effects, vector graphic, audio file, texture, or video file, which will be provided within the On-demand Services ("**Output**"). The 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.

7.2. Similar Outputs. The Output may not be unique and other users of Firefly APIs may generate the same or similar Output.

7.3. Firefly Output Indemnification

If Firefly Output indemnification is specifically included in the Sales Order, then the following terms apply:

(A) **Definitions**.

(1) "**Eligible Firefly Features**" means the Firefly API features listed at 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) "**Export Event**" means that a Firefly Output has been downloaded from the Firefly APIs or such other action as listed in the Firefly Product Description, which may be updated by Adobe from time to time to list additional actions.

(3) "**Firefly Input**" means the content that is inputted or uploaded 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.

(4) "**Firefly Output**" means the content, such as an image, text, text effects, vector graphic file, audio file, texture, or video file, provided to by an Eligible Firefly Feature via the Firefly APIs in response to a Firefly Input.

(B) **Firefly Output Indemnification**. 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.

(C) **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 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.

8. Product Specific Terms for Firefly Creative Production

8.1. Firefly Creative Production is an On-demand Service that is made available through the Firefly website, which is located at firefly.adobe.com. If Customer accesses and uses Firefly Creative Production through its entitlement to Firefly Services SKU, then such access and use is subject to (i) this Agreement and (ii) the terms and conditions for Developer Tools herein, except for sections 2 (License Grant to Developer Tools), 4 (Developer Console Terms and Conditions), and 7.3 (Internal Use).

9. Additional Terms for New Developer Tools. If Adobe provides access to new Developer Tools after the License Term Start Date (as identified in the Products and Services Pricing Detail section of the Sales Order), then Customer's access and use of the new Developer Tools are subject to (i) this Agreement and (ii) any terms described at https://www.adobe.com/go/new-developer-tools-terms (the "**New Developer Tools Terms**").