Adobe Experience Cloud Generative Artificial Intelligence Features Supplemental Terms (2024v2)

1. **Application.** These Adobe Experience Cloud Generative Artificial Intelligence Features Supplemental Terms ("Supplemental Terms") apply to only the following Generative AI Features: (a) the AI Assistant in Campaign – Content Accelerator in: Adobe Campaign Managed Cloud Services; and (b) the AI Assistant in AJO – Content Accelerator in Adobe Journey Optimizer: Prime and Ultimate (each an "Eligible Generative AI Feature").

2. **Eligible Generative AI Feature Output Indemnification.** For the purposes of these Supplemental Terms, an "Infringement Claim" as defined in the General Terms (or equivalent framework agreement terms pursuant to which Adobe undertakes an obligation to indemnify Customer against third party intellectual property infringement claims) includes a third-party Claim against Customer made during the License Term to the extent the Claim alleges that Output from an Eligible Generative AI Feature directly infringes the third party's patent, copyright, trademark, publicity, or privacy rights.

3. **Indemnification Exceptions.** In addition to any exceptions set forth in the General Terms, Adobe will have no liability for any Infringement Claim that arises from: (A) any modification of an Output from an Eligible Generative AI Feature, including with any Adobe Products and Services; (B) any combination of an Output from an Eligible Generative AI Feature with any other material, content or information; (C) use of an Output from an Eligible Generative AI Feature in violation of the Agreement or any applicable law or regulation; (D) the context in which any Output from an Eligible Generative AI Feature is used; (E) any Output from an Eligible Generative AI Feature that is based on a non-text Input, where the Input on its own would have given rise to the Claim; (F) any use of an Output from an Eligible Generative AI Feature after Adobe has instructed Customer to stop using it; (G) anything that is not the content displayed by an Eligible Generative AI Feature to the User, for example any technical metadata that may be produced by an Eligible Generative AI Feature, such as file metadata and query response parameters; or (H) any use of an Output that Customer knows or reasonably should have known was likely to infringe a third party's patent, copyright, trademark, publicity, or privacy rights.

4. **Additional Definitions.** Capitalized terms not defined here have the same meaning as defined in the Specific Licensing Terms for Adobe Experience Cloud Generative Artificial Intelligence Features and/or the General Terms.