



## PSLT – Adobe Stock for Print on Demand (2020v1)

1. **Ownership.** Except as granted in this PSLT, Adobe and its licensors retain all rights, title, and interest in and to the Work. “**Work(s)**” means the photographs, illustrations, or vectors that are (A) designated as “standard” and (B) not designated as “editorial use only” in the Adobe Stock On-demand Services.
2. **License to the Work.** Subject to the restrictions in the Agreement, Adobe grants Customer and its Affiliates (if any) a one-time, non-exclusive, worldwide, non-transferable, non-sublicensable license, during the License Term, to use, reproduce, and modify the Work solely to incorporate the Work into (A) printed materials intended for end users’ advertising, marketing and promotional purposes (“**Promotional Materials**”); and (B) units of tangible merchandise intended for sale to a single end user (“**Merchandise**”) (collectively “**Standard License**”).
  - 2.1 **Promotional Materials.** Customer must purchase a separate Standard License to a Work for each order in which an end user purchases Promotional Materials incorporating that Work. For illustration purposes: (A) if a single end user purchases 100 business cards and 100 brochures incorporating Work A in a single order, Customer must purchase one license to Work A to fulfill the order; but (B) if an end user purchases 100 business cards incorporating Work A in one order and 100 brochures incorporating Work A in another order, Customer must purchase two separate licenses to Work A to fulfill the two orders.
  - 2.2 **Merchandise.** Customer must purchase a separate Standard License to a Work for each unit of Merchandise incorporating that Work. For illustration purposes, if an end user purchases 10 posters and 10 coffee mugs incorporating Work A, Customer must purchase 20 licenses to Work A to create those 20 units of Merchandise. Merchandise includes, without limitation, mugs, t-shirts, posters, greeting cards, and wallpaper.
  - 2.3 **End Users.** Customer must ensure that each end user agrees to the restrictions in this Agreement via an enforceable written agreement.
3. **Restrictions.** The below restrictions are in addition to the restrictions in the General Terms which also apply to a Work:
  - 3.1 **General Restrictions.** Customer must not:
    - (A) use the Work in any way that allows an end user or other 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;
    - (B) take any action in connection with the Work that infringes the intellectual property or other rights of any person or entity, such as the moral rights of the creator of the Work and the rights of any person who, or any person whose property, appears in the Work;
    - (C) register, or apply to register a trademark, design mark, tradename, logo, or service mark that uses a Work (in whole or in part), or attempt to prevent any third party from using the Work;
    - (D) use the Work in a pornographic, defamatory, or otherwise unlawful manner;
    - (E) use the Work in a way that depicts models 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; implied or actual endorsements of political parties or other opinion-based movements; or implying mental or physical impairment;
    - (F) use the Work in an editorial manner;
    - (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;
    - (H) use the Works or any title, caption information, keywords, or other metadata associated with Works for any (1) machine learning or artificial intelligence purposes; or (2) technologies designed or intended for the identification of natural persons; or
    - (I) for Promotional Materials, Customer may not, in the aggregate, cause or allow any Work to appear on more than 500,000 printed materials (including copies).
  - 3.2 **Adobe Stock APIs.** Customer’s use of the Adobe Stock APIs are subject to the Adobe terms of use located at <https://www.adobe.com/legal/terms.html> (or successor URL), and <http://www.adobe.com/go/developer-terms> (or successor URL) (collectively, the “**Adobe Stock Developer Terms**”). The Adobe Stock 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 Stock Developer Terms, the Adobe Stock Developer Terms will control but only with respect to the Adobe Stock APIs.

#### 4. Third Party Intellectual Property Claims.

**4.1 Adobe's Obligations.** For purposes of this PSLT, an "Infringement Claim" as defined in the General Terms includes a third-party Claim against Customer during the License Term to the extent the Claim alleges that an Indemnified Work directly infringes the third party's patent, copyright, trademark, publicity, or privacy rights. "Indemnified Work" means a Work that Customer has downloaded and paid for.

**4.2 Additional Conditions.** Adobe will have no liability for any Infringement Claim that is a result of: (A) any modification of a Work; (B) any combination of a Work with any other material or information; (C) any use of a Work after Adobe has instructed Customer to stop using the Work; (D) Customer's use of a Work in violation of this Agreement; or (E) the context in which Customer uses a Work.

**5. Other Claims.** Customer will defend and pay, at its expense, any third-party Claim against Adobe that is a result of Customer's or Customer's end user's breach of the terms of this Agreement.

**6. 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 client, distributors, employees, employers, and end users 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 or Customer's end user's breach of this Agreement; (B) discontinue the licensing of any Work; and (C) deny the downloading of any Work.

**7. Product Description.** The Stock product description (<https://helpx.adobe.com/legal/product-descriptions/stock.html> or successor URL) ("Stock Product Description") is incorporated herein by 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.

**8. Legal Counsel.** Customer will rely on its own legal counsel as to its use of Works.

**9. Effect of Termination or Expiration.** Upon termination or expiration of the applicable Sales Order or the Agreement, Customer's Standard License, will immediately terminate, including Customer's right to license and use Works. However, Customer's end users can continue to use Promotional Materials and Merchandise purchased from Customer prior to termination or expiration. Customer's admin will have access to Works licensed by Customer 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.

**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 Adobe Stock On-demand Service. These third-party notices are located at <http://www.adobe.com/go/thirdparty> (or a successor website thereto). The inclusion of these third-party notices does not limit Adobe's obligations to the Customer.