



PSLT – Adobe Stock (2019v1)

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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 a third party to use, download, extract or access the Work as a stand-alone file;
 - (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) incorporate the Work into a trademark, logo or service mark;
 - (D) use the Work in a pornographic, defamatory, or otherwise unlawful manner;
 - (E) use the Work in a way that depicts models and/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; endorsements of political parties or other opinion-based movements; or implying mental or physical impairment;
 - (F) use the Work in an editorial manner without the credit line or attribution, placed in a way that is reasonable to the applicable use, in this format: “Author Name / stock.adobe.com”, or as designated on the Adobe Stock website for enterprise customers;
 - (G) remove, obscure or alter any proprietary notices associated with the Works; or
 - (H) use the Work on a social media platform or other third-party website if such platform or website’s terms of use state that it may use the Work for its own purpose or in a manner that exceeds the license granted in this PSLT.

3.2 Standard License Restrictions.

- (A) Customer may not, in the aggregate, (1) cause or allow any Work to appear on more than 500,000 printed materials (including copies); and/or (2) incorporate the Work into a performance, broadcast or digital production if the audience is expected to be greater than 500,000 viewers. This restriction does not apply to Works that are only displayed on websites, social media sites or mobile applications.
- (B) Customer may only distribute the Work as incorporated into an item of merchandise if (1) the Work has been modified to the extent that the modified work is not substantially similar to the original Work and can qualify as an original work of authorship; or (2) the primary value of the item of merchandise does not lie with the Work itself.

3.3 **Editorial Use Restrictions.** For Works designated as “editorial use only” in the On-demand Services, Customer may only use those Works (A) in a manner that maintains the editorial context and meaning of the Work; (B) in relation to events or topics that are newsworthy or of general interest to the public; and (C) in compliance with any additional third party licensor restrictions displayed on the website in the details panel of such Work. Customer must not (1) use these Works for any commercial (i.e., promotional, advertorial or merchandising) purpose; or (2) modify these Works, except for minor adjustments for technical quality or slight cropping or resizing. If Customer wishes to use an editorial Work for a commercial purpose, Customer must (a) obtain a license directly from the copyright owner of the Work; and (b) secure additional permissions as necessary.

4. **Special Terms for Creative Cloud All Apps, Pro and Single App, Pro.** The following additional terms apply only to CC Pro Images that Customer has licensed as part of Creative Cloud All Apps, Pro or Single App, Pro (“**CC Pro**”). If there is a conflict between this section 4 and any other term of this PSLT or the Agreement, this section 4 controls with respect to CC Pro Images only.

4.1 **CC Pro Images Definition.** “**CC Pro Images**” means only those photographs, illustrations, and vectors designated as “standard” in the On-demand Services that Customer may license through the On-demand Services as part of CC Pro. For clarity, “CC Pro Images” excludes all other assets, including without limitation, videos, 3D assets, template files, and any other pictorial or graphic works, or any works in any other media or format that exist now or in the future.

4.2 License for CC Pro Images.

- (A) CC Pro Images are licensed to Customer under an Extended License. The Extended License is perpetual for the specific uses of the CC Pro Images that Customer has used prior to the end of the License Term, including the Grace Period as applicable. The License Term will be deemed to continue through any seamless extensions or renewals of the applicable Sales Order.
- (B) Customer may download an unlimited number of CC Pro Images during the License Term.
- (C) Comp Licenses are not applicable to CC Pro Images.

4.3 **Effect of Termination of CC Pro Images.** Upon the earlier of the expiration of the License Term or the termination of the Agreement, Customer will have a 30-day grace period (“**Grace Period**”) to use any CC Pro Image downloaded and paid for prior to such expiration or termination in a project or other end use, and any CC Pro Image so used remains subject to the terms of this PSLT. Any CC Pro Image downloaded and paid for by Customer prior to expiration or termination, but not used before the end of the Grace Period, is not considered licensed. For clarity, Customer may not download CC Pro Images during the Grace Period. Other than as permitted during the Grace Period, Customer may not use a CC Pro Image for the first time, or in a new context (such as on new or different merchandise), after the expiration or termination. Immediately after the Grace Period ends, Customer must delete all unused CC Pro Images. Customer agrees not to stockpile CC Pro Images or otherwise abuse access to these On-demand Services.

5. Third Party Intellectual Property Claims.

5.1 **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.

5.2 **Additional Conditions.** Adobe will have no liability for any Infringement Claim that is a result of: (A) any modification of the Indemnified Work; (B) any combination of the Indemnified Work with any other works; (C) any use of the Indemnified Work after Adobe has instructed Customer to stop using the Indemnified Work; (D) Customer’s use of the Indemnified Work in violation of this Agreement; (E) any use of Works designated as “editorial use only”; or (F) the context in which Customer uses the Indemnified Work.

6. **Other Claims.** Customer will defend and pay, at its expense, any third-party Claim against Adobe that is a result of Customer's breach of the terms of this Agreement.
7. **Reservation.** If Adobe reasonably believes that a Work may be subject to a third-party claim or if a Work is otherwise in violation of this Agreement, 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. Adobe may, at any time, (A) terminate the license to any Work upon notice to Customer in the event of Customer's breach of this Agreement; (B) discontinue the licensing of any Work; and (C) deny the downloading of any Work.
8. **Effect of Termination.** Except as otherwise set forth in section 4.4 (Effect of Termination for CC Pro Images), upon termination of the Agreement, Customer may continue to use Works (excluding CC Pro Images) that Customer has downloaded and paid for, subject to its compliance with the Agreement.
9. **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 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.