



1. Additional Definitions.

- 1.1 “**Audio Work(s)**” means the audio tracks (including all sound recordings, musical compositions, and any other recordings containing sounds or a series of sounds, embodied therein) that are designated as Adobe Stock assets on any Website, except that “Audio Work” does not include any audio that may be in a Work.
- 1.2 “**Project**” means a specific project created by the Customer that combines the Audio Work with images, video, narration, or other materials as allowed under the Agreement.
- 1.3 “**Stock Asset(s)**” means one or both of Audio Work(s) and Work(s).
- 1.4 “**Website(s)**” means Adobe Stock On-demand Services available at www.stock.adobe.com (or successor URL), or other Adobe websites or applications that make available Stock Assets for license.
- 1.5 “**Work(s)**” means the Pro Images (as defined below) as well as the photographs, illustrations, images, vectors, videos, 3D assets, template assets, and other pictorial or graphic works designated as Adobe Stock assets on any Websites, and for clarity, does not mean any Audio Work.

2. Ownership. Except as granted in this PSLT, Adobe and its licensors retain all rights, title, and interest in and to the Stock Assets.

3. License Terms Applicable to Stock Assets. Subject to the applicable restrictions, Adobe grants Customer and its Affiliates (if any) the following non-exclusive, perpetual (except as to Comp Licenses), worldwide, non-transferable and non-sublicensable (except pursuant to section 4 (Client Use; Social Media Use)) license types, as specified in the Sales Order:

- 3.1 **Works Standard License.** Customer may use, reproduce, archive, modify, and display the Work, in all media, for (A) advertising, marketing, promotional, and decoration purposes; and (B) personal and non-commercial uses (collectively “**Standard License**”). For clarity, Customer may distribute marketing and promotional materials, internal presentations, decorations, and digital productions that display or incorporate the Work.
- 3.2 **Works Extended License.** Customer may use, reproduce, archive, modify, and display the Work, in all media, for (A) advertising, marketing, promotional, and decoration purposes; (B) personal and non-commercial uses; and (C) incorporation into merchandise and template files intended for sale or distribution (collectively “**Extended License**”). For clarity, Customer may distribute marketing and promotional materials (including press releases), internal presentations, decorations, templates, and digital productions that display or incorporate the Work.
- 3.3 **Audio Extended License.** Customer may (A) synchronize and otherwise combine the Audio Work with video, audio, and other materials, to create an unlimited number of Projects; (B) adapt, edit, and modify the Audio Work in Projects (including converting the file format, pitch-shifting, time compression, cutting, and trimming); (C) reproduce, copy, transmit, broadcast, display, publicly perform, and otherwise distribute the Audio Work as incorporated into a Project, including in radio, television, paid-access streaming video services, paid-access on-demand video services, theatrical releases, computer software applications (including mobile applications and video games), and physical point of sale locations (such as shopping malls, point of sale systems, in-store displays, and showroom videos); and (D) use Projects for any purpose, including advertising, marketing, promotional, and commercial (collectively “**Audio Extended License**”).
- 3.4 **Comp License.** Customer may use, reproduce, modify, or display “comp” (i.e., composite, or preview) versions of a Stock Asset solely for previewing how a Stock Asset may look or sound in production or a Project for up to 180 days from the date of download (“**Comp License**”). Unless a license is purchased, Customer has no other rights to the comp version of the Stock Asset. A Comp License version of an Audio Work is a compressed AAC file with a .m4a file extension, unless otherwise indicated on the Website. Adobe does not guarantee that a Stock Asset that Customer uses under a Comp License will be available for license thereafter.

4. Client Use; Social Media Use.

- 4.1 **Client Use.** Customer may license and use a Stock Asset in combination with other content or materials as part of a project for the benefit of a client (“**Client Project**”), provided that Customer purchases new licenses for any additional use of that Stock Asset by Customer on its own behalf or for the benefit of any other client. In connection with a Client Project, Customer may permit its client to use the Stock Asset under enforceable written terms no less restrictive than this Agreement. Notwithstanding the foregoing, Customer must not (A) resell licenses to Stock Assets or (B) use a Pro Image in a Client Project.
- 4.2 **Social Media Use.** Customer may use a Stock Asset on third-party social media platforms or websites in accordance with the applicable third-party user agreement, provided that doing so does not exceed the scope of the license granted to Customer under this PSLT.

5. Restrictions. The below restrictions are in addition to the restrictions in the General Terms, which also apply to a Stock Asset:

5.1 **General Restrictions applicable to all Stock Assets.** Customer must not:

- (A) use a Stock Asset in a way that allows a third party to use, download, extract, or access the Stock Asset as a stand-alone file, or in a way that exceeds the scope of this license to the Stock Asset;
- (B) take any action in connection with a Stock Asset that infringes the intellectual property or otherwise violates any third-party rights, including without limitation the moral rights of the creator of the Stock Asset and the rights of any person who, or any person whose property, appears in the Stock Asset;
- (C) register, or apply to register, a trademark, design mark, service mark, sound mark, or tradename, that uses a Stock Asset (in whole or in part); or claim ownership rights in an attempt to prevent a third party from using a Stock Asset;
- (D) use a Stock Asset in a manner that is pornographic or defamatory, or that violates any applicable laws, rules, or regulations;
- (E) use a Stock Asset in a way that depicts models or property in connection with a subject that would be unflattering or controversial to a reasonable person, including but not limited to use in a way that implies mental or physical illness or impairment without indicating that the content is being used for illustrative purposes only and any person depicted in the content is a model (e.g., “Stock photo - posed by model”), except no disclaimer is required for Editorial Works (as defined below) used in compliance with this PSLT;
- (F) give any express or implied misrepresentation that Customer or another third party is the creator or copyright holder of any Stock Asset; or
- (G) use (or allow third parties to use) the Adobe Stock On-demand Services (or any content, data, output, or other information received or derived from the Adobe Stock On-demand Services, such as Stock Assets) to directly or indirectly create, train, test, or otherwise improve any machine learning algorithms or artificial intelligence systems, including any architectures, models, or weights.

5.2 **Standard License Restrictions applicable to Works.** In addition to the restrictions in section 5.1 (General Restrictions applicable to all Stock Assets), in respect to any Work under a Standard License, Customer must not:

- (A) in the aggregate, (1) cause or allow any Work to appear on more than 500,000 printed materials (including copies); or (2) incorporate the Work into any live, recorded, or digital production if the audience is expected to exceed 500,000 viewers, except that this restriction on audience size does not apply to Works that are displayed only on internet-based applications, such as websites or mobile applications;
- (B) incorporate a Work into merchandise intended for sale or distribution, including on-demand products, unless (1) the Work has been modified to the extent that the new work, as incorporated into such merchandise, is not substantially similar to the Work and can qualify as an original work of authorship; or (2) the primary value of such merchandise does not lie with the Work itself; or
- (C) use, include, or incorporate a Work into any electronic template or design template application (e.g., a web design or presentation template, or templates for electronic greeting cards or business cards).

5.3 **Audio Works Restrictions.** In addition to the restrictions in section 5.1 (General Restrictions applicable to all Stock Assets), Customer must not:

- (A) use any Audio Work in a way that alters its fundamental character, such as to create remixes or mashups; make any other alterations for the purpose of creating new music; or otherwise alter the Audio Work except as expressly provided in section 3.3(B) (Audio Extended License);
- (B) use any Audio Work as a theme song in a Project type specified in section 3.3(C) (Audio Extended License);
- (C) incorporate any Audio Work into any electronic template or design template application (e.g., a web design or presentation template, or templates for electronic greeting cards or business cards);
- (D) offer any Audio Work on a stand-alone basis or as a listening-only experience, such as a track on an album; or
- (E) upload or make available any Audio Work as combined solely with a still image or simple one-shot video on a streaming platform (e.g., creating a playlist by using an Audio Work in combination with a visual element, where the visual element adds little to no value).

5.4 **Editorial Works Restrictions.** In addition to the restrictions in sections 5.1 (General Restrictions applicable to all Stock Assets) and 5.2 (Standard License Restrictions applicable to Works), for Stock Assets designated as “editorial use only” in the Adobe Stock On-demand Services (“**Editorial Work(s)**”):

- (A) Customer may only use Editorial Works (1) in a manner that maintains the editorial context and meaning of the Work; (2) in relation to events or topics that are newsworthy or of general interest to the public; and (3) in compliance with any additional third-party licensor restrictions displayed on the Website in the details panels of such Editorial Works;
- (B) Customer must not (1) use Editorial Works for any commercial (e.g., promotional, advertorial, or merchandising) purpose, including use in connection with any non-fungible tokens (NFTs) or similar technology for the sale of digital assets; or (2) modify Editorial Works, except for minor adjustments for technical quality or slight cropping or resizing;
- (C) notwithstanding clauses (1) and (2) of section 5.4(A), if Customer wishes to use an Editorial Work for a commercial purpose, Customer must first (1) obtain a license directly from the copyright owner of the Stock Asset; and (2) secure additional permissions as necessary.

6. **Attribution.** Customer must comply with the following attribution requirements:

- 6.1 For Editorial Works or if a Stock Asset is used in an editorial manner, then a credit line must be placed in a way that is reasonable to the applicable use and includes the contributor name and a link to the Website, such as: “[Contributor Name]/stock.adobe.com”, or as designated on the Website;
- 6.2 If a Stock Asset is used in an audio-visual production, Customer must use commercially reasonable efforts to include attribution for Adobe Stock in accordance with industry standards, and where possible, in the following format: (1) for Works: “[Contributor Name]/stock.adobe.com”; and (2) for Audio Works: “[Song Title] performed by [Artist’s Name]/stock.adobe.com”; and
- 6.3 If attribution is not already provided and a Stock Asset is used in a context where any other stock content provider receives attribution, Customer also must include substantially similar attribution for Adobe Stock.

7. **Special Terms for Pro Edition Plans.** The terms of this section 7 apply only to Pro Images that Customer has licensed as part of (A) Creative Cloud All Apps, Pro Edition or Creative Cloud Single App, Pro; or (B) Adobe Stock Images, Pro (each, a “**Pro Edition Plan**”). If there is a conflict between this section 7 and any other term of this PSLT or the Agreement, this section 7 controls with respect to Pro Images only.

7.1 **Pro Images Definition.** “**Pro Images**” means (A) photographs, illustrations, and vectors that are designated by Adobe as “standard” Works that Customer may license as part of a Pro Edition Plan; and (B) any other asset types listed in the Stock Product Description (as defined below) as being available to Customer for license as part of a Pro Edition Plan. For clarity, an asset type is not a “Pro Image” unless expressly listed in this definition.

7.2 **License and Conditions for Pro Images.**

- (A) Pro Images are licensed to Customer under an Extended License. The Extended License is perpetual for the specific uses of the Pro Images that Customer has used prior to the end of the License Term, including the Grace Period as applicable;
- (B) The License Term will be deemed to continue through any seamless extensions or renewals of the applicable Sales Order;

- (C) Customer may download an unlimited number of Pro Images during the License Term;
- (D) Customer may not stockpile Pro Images or otherwise abuse access to the Adobe Stock On-demand Services; and
- (E) Only Users licensed for a Pro Edition Plan may use the Adobe Stock APIs to access Pro Images.

7.3 **Effect of Termination or Expiration of Pro Edition Plans.** Upon the earlier of the termination or expiration of the License Term or the Agreement, Customer will have a 30-day grace period (“**Grace Period**”) to use any Pro Image downloaded and paid for prior to such expiration or termination, and any Pro Image so used remains subject to the terms of this PSLT. Any 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. Customer may not download Pro Images during the Grace Period. Other than as permitted during the Grace Period, Customer may not use a 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 Pro Images.

8. Third Party Intellectual Property Claims.

8.1 **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 Stock Asset directly infringes the third party’s patent, copyright, trademark, publicity, or privacy rights. “**Indemnified Stock Asset**” means a Stock Asset (excluding Editorial Works) that Customer has downloaded and paid for.

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

9. **Other Claims.** At Adobe’s request, Customer will defend, at its expense, any third-party Claim against Adobe that is a result of Customer’s breach of this Agreement and pay for any loss, damage, or expense arising out of or related to such third-party Claim.

10. **Reservation.** If Customer has actual knowledge, or if Customer reasonably believes, that a Stock Asset may be subject to a third-party Claim, then Customer must promptly notify Adobe in writing. If Adobe reasonably believes that a Stock Asset 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 Stock Asset, and Customer must promptly comply with Adobe’s instructions, and ensure Customer’s clients, distributors, employees, and employers stop using the Stock Asset. Adobe may, at any time, (A) terminate the license to any Stock Asset upon notice to Customer in the event of Customer’s breach of this Agreement; (B) discontinue the licensing of any Stock Asset; and (C) deny the downloading of any Stock Asset.

11. **Disclaimer.** Adobe is not responsible for, and expressly disclaims any liability, for:

- 11.1 any use of Comp Licenses;
- 11.2 the accuracy of any Stock Asset and any related metadata, including titles, keywords, and captions; and
- 11.3 feedback, materials, or answers to questions provided to Customer by Adobe or its representatives, all of which are provided as a courtesy only and do not constitute legal advice.

12. **Adobe Stock APIs.** Customer’s use of the Adobe Stock APIs is subject to the Adobe Developer Terms located at www.adobe.com/go/developer-terms (or successor URL) (the “**Adobe Developer Terms**”). The Adobe 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 Developer Terms, the Adobe Developer Terms will control but only with respect to the Adobe Stock APIs.

13. **Product Description.** The Adobe Stock product description located at helpx.adobe.com/legal/product-descriptions/stock.html (or successor URL) (“**Stock Product Description**”) is incorporated herein by this 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.

14. **Legal Counsel.** Customer will rely on advice from its own legal counsel regarding its use of Stock Assets.

15. **Effect of Termination or Expiration.** Upon termination or expiration of the applicable Sales Order or the Agreement: (A) except as otherwise set forth in section 7.3 (Effect of Termination for Pro Images), Customer may continue to use

Stock Assets (excluding Pro Images) that Customer has downloaded and paid for; and (B) Customer should download any Stock Assets licensed by Customer, and make note of any license validation codes issued upon license of an Audio Work, as such Stock Assets and license validation codes may not be always available after termination or expiration, although Customer's admin will have access to Stock Assets licensed 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.

- 16. 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 Services. These third-party notices are located at www.adobe.com/go/thirdparty (or successor URL). The inclusion of these third-party notices does not limit Adobe's obligations to Customer.