



### **Specific Licensing Terms for Adobe Generative Artificial Intelligence Features (2025v1)**

1. **Application.** These additional licensing terms apply to Customer (and Customer's Users) use of and access to Generative AI Feature(s) that Adobe provides to Customer as part of the Cloud Services.
2. **Use of a Generative AI Feature.**
  - 2.1. Customer must not use a Generative AI Feature:
    - (A) to create, upload, or share content (including text, images, video, audio, or code) or data that is illegal, false, misleading, obscene, or that violates the rights of others (including Adobe);
    - (B) to infer protected characteristics or personally identifiable information or Personal Data (as defined by applicable law) about a person; or
    - (C) in a way that:
      - (i) impersonates another for deceptive purposes or conceals the fact that a user is interacting with artificial intelligence;
      - (ii) simulates a human-like emotional relationship with a user;
      - (iii) makes decisions related to employment, education, housing, access to essential benefits or services or the administration of justice; or
      - (iv) instructs or configures a chatbot to behave in a way that could cause or exacerbate a physical or psychological condition.
  - 2.2. Adobe reserves the right to limit, disable, or terminate Customer's use of a Generative AI Feature.
3. **Input and Output.**
  - 3.1. As between the parties and subject to Adobe's rights in Inputs: (a) Customer retains any intellectual property and other rights in Input; and (b) Customer owns Output. Adobe may screen or block Input or Output, in Adobe's sole discretion, if Adobe believes it may violate applicable laws or regulations, the rights of a third party, or the Agreement.
  - 3.2. **Input.** Except with regard to Inputs provided by Adobe, where and to the extent Adobe has made express commitments regarding such Inputs, Customer is solely responsible for Input.
  - 3.3. **Output.**

(A) Output may sometimes be inaccurate, misleading, or unsuitable for Customer's use case. Output may not be protectable by intellectual property rights. Customer is solely responsible for the use of Output and for ensuring such use of Output complies with the Agreement and applicable laws and regulations.

(B) For clarity, the disclaimers in the General Terms (or equivalent framework agreement terms) apply to Outputs.

**3.4. Customer Data and Customer Content.** Input and Output are Customer Data or Customer Content and all provisions governing Customer Data and Customer Content in the Agreement apply to Input and Output.

**4. Permitted Use.**

4.1. Adobe will not use Customer Data to train any generative AI models, except (a) with Customer's express written consent; or (b) in connection with AI training that is done for the purpose of providing Products and Services to and for the sole benefit of Customer.

4.2. Adobe and its Affiliates may process, use, copy, transmit, aggregate, model, index, store, Input and Output to improve the performance, accuracy, and reliability of Generative AI Features, including through semantic analysis, Input and Output evaluation, and other techniques related to the design and refinement of GenAI functionality.

**5. Additional Definitions.** Capitalized terms not defined herein have the same meaning as defined terms in the General Terms.

**5.1. "Generative AI Feature(s)"** means a product feature that is part of the Products and Services that generates Output using generative artificial intelligence technologies.

**5.2. "Input"** means specific content or information input or imported to a Generative AI Feature by Customer, including, but not limited to audio files, video files, documents, code, data, images, text, or a combination of the foregoing.

**5.3. "Output"** means the specific output or content provided to Customer that is generated by the Generative AI Features based on Input, including but not limited to text, text effects, images, vector graphics, audio files, texture, video files, data, or code. Output does not include any references to or summaries of Documentation.