

## Adobe Substance 3D Assets Additional Terms

Effective as of March 22, 2022. Replaces all prior versions.

These Substance 3D Assets Additional Terms (“**Additional Terms**”) govern your use of Substance 3D Assets and are incorporated into the Adobe General Terms of Use (“**General Terms**”) located at [www.adobe.com/go/terms](http://www.adobe.com/go/terms) (these Additional Terms and the General Terms are collectively referred to as “**Terms**”). Capitalized terms not defined here have the same meaning as defined in the General Terms. References to “**Services**” in these Additional Terms are to the Substance 3D Assets.

### 1. Definitions.

- 1.1. “**Larger Work**” means a new work of authorship created that incorporates an unmodified Substance 3D Asset.
- 1.2. “**Modified Work**” means a new work of authorship created, at least in part, by modifying a Substance 3D Asset.
- 1.3. “**Substance 3D Asset(s)**” means Substance 3D assets (including, but not limited to, materials, models, lights, atlases, and decals) that are made available on the Substance 3D Assets (or 3D Assets) webpage, the Substance Launcher, Creative Cloud Desktop, or any other Adobe-owned properties where such assets are clearly identified as Substance 3D Assets or 3D Assets.
- 1.4. “**User**” means an individual who may use or access Substance 3D Assets.
- 1.5. “**VIP**” means Adobe’s Value Incentive Plan (“VIP”) Buying Program.

### 2. License.

2.1 **License Metrics.** Substance 3D Assets is licensed on a per-User basis except for Substance 3D Assets Unlimited which is licensed on a per-site basis. The number of monthly credits for Substance 3D Asset(s) (“**Credits**”) to which we grant you a license (“**Permitted Number**”) will be identified with the plan description when you purchase an Adobe Substance 3D plan. To view your current remaining Credits, you must log into the Substance 3D Assets website.

If you switch your plan from the Adobe Substance 3D Collection plan to the Adobe Substance 3D Texturing plan, your unused Credits will be restricted to downloading Substance 3D Assets that are categorized as materials.

2.2 **License Grant.** Subject to your compliance with the Terms and the Permitted Number, we grant you a worldwide, non-exclusive, limited, revocable, non-transferable, non-sublicensable (except as expressly permitted by these Additional Terms), perpetual license to:

- (A) use, copy, and modify the Substance 3D Asset(s);
- (B) create derivative works based on the Substance 3D Asset(s) solely in the form of a Modified Work or a Larger Work;
- (C) copy, publicly display, publicly perform, and distribute the Substance 3D Assets(s) only as modified into a Modified Work or as incorporated into a Larger Work; and
- (D) sublicense your rights in the Modified Work(s) or Larger Work(s).

### 3. Restrictions.

3.1. The following license restrictions apply to your use of Substance 3D Asset(s). You must not:

- (A) publicly display, publicly perform, distribute, or sublicense a Substance 3D Asset if it has not been (1) modified into a Modified Work; or (2) incorporated into a Larger Work;
- (B) use the Substance 3D Asset(s) in any way that allows a third party to use, download, extract, or access the Substance 3D Asset(s) on a stand-alone basis;
- (C) take any action in connection with the Substance 3D Asset(s) that infringes the intellectual property or other rights of any person or entity, such as the moral rights of the creator of the Substance 3D Asset(s) or the rights of any person who, or any person or entity whose property, appears in the Substance 3D Asset(s);
- (D) incorporate the Substance 3D Asset(s) into a trademark, logo, or service mark;
- (E) use the Substance 3D Asset(s) in a pornographic, defamatory, or otherwise unlawful manner; or

(F) engage in any activity that interferes with or disrupts Substance 3D, including its servers and connected networks, or the Substance 3D Asset(s).

For the avoidance of doubt, you may not publicly display, publicly perform, distribute, or sublicense an unmodified, standalone copy of a Substance 3D Asset(s).

3.2. You may distribute the Substance 3D Asset(s) only as incorporated into a Modified Work or a Larger Work if (A) the Modified Work or Larger Work, without inclusion of the Substance 3D Asset(s), would qualify as an original work of authorship; and (B) the primary value of the Modified Work or Larger Work does not lie with the Substance 3D Asset(s) itself.

3.3. **Restriction on AI/ML.** You will not, and will not instruct or allow third parties to, use the Services or Software (or any content, data, Substance 3D Assets, output, or other information received or derived from the Services or Software) to directly or indirectly create, train, test, or otherwise improve any machine learning algorithms or artificial intelligence systems, including, but not limited to, any architectures, models, or weights.

4. **Effect of Termination.** When your subscription and any renewal terms end, you will forfeit all rights to any unused Credits. Pursuant to the license granted to you in section 2 (License) above, you may continue to use any Substance 3D Asset(s) that were downloaded and paid for prior to termination of your subscription, and any such Substance 3D Assets so used remain subject to the Terms. We are not responsible for maintaining availability of your downloaded Substance 3D Assets after your subscription terminates. For clarity, you must not sublicense or distribute any Modified Works or Larger Works that were created or used in violation of section 3 (Restrictions).

5. **Ownership.** Adobe and its licensors retain all right, title, and ownership in the Substance 3D Asset(s).

6. **VIP.**

6.1. **VIP only.** This section 6.1 applies to you only if you license the Adobe Substance 3D Collection plan through VIP. Credits are Consumables as described in the VIP Program Guide. Unused Credits accumulate monthly and carry over for up to 12 consecutive months from issuance, but only if you have renewed your Adobe Substance 3D Collection plan subscription without letting it lapse. If you purchase more than one named-user license, the number of Credits will be shared among all of your Business Users throughout your subscription term. For example, if you purchased two named-user licenses for one year with 100 Credits being issued per month, if no Credits are used in the first month of your subscription term, your Business Users would have access to a shared pool of 400 Credits in the second month of your subscription term (100 Credits x 2 Business Users x 2 months). Unused Credits automatically expire on a rolling basis 12 months after the date when they were first issued.

6.2. **Unlimited Assets EDU only.** This section 6.2 applies to you only if you license the Substance 3D – Unlimited Assets EDU plan (the “Offering”) through VIP. Solely with respect to any Substance 3D Assets that are licensed under this Offering, the license to Substance 3D Assets contained in the main text of section 2.2 (excluding subsections (A) – (D) which remain unchanged) is superseded by and replaced with the following: “**License Grant.** Subject to your compliance with the Terms and the Permitted Number, and solely in connection with EDU User activities, and not for any other purpose, we grant you a worldwide, non-exclusive, limited, revocable, non-transferable, non-sublicensable (except as permitted by these Additional Terms), perpetual (only for the specific uses of the Substance 3D Assets that you have made prior to the end of your subscription and any renewal term, including the Grace Period) license to:...”. Approved EDU User activities include, for example, activities related to Student coursework and faculty research at the School. The foregoing license only extends to EDU Users so long as they meet the definition of EDU User and you will ensure that access to the Offering to any individuals that no longer meet the definition of EDU User is revoked by the end of the Grace Period. Solely with respect to any Substance 3D Assets that are licensed under this Offering, Section 4 is superseded by and replaced with the following: “When your subscription and any renewal terms end, you will have a 30-day grace period (“**Grace Period**”) to use any Substance 3D Assets downloaded and paid for prior to such expiration or termination, and any Substance 3D Assets so used remains subject to the Terms. Any Substance 3D Assets downloaded and paid for by you prior to expiration or termination, but not used before the end of the Grace Period, is not considered licensed. You may not download Substance 3D Assets during the Grace Period. Other than as permitted during the Grace Period, you may not use a Substance 3D Asset for the first time, or in a new context (such as in new Larger Works or Modified Works), after the expiration or termination of your subscription and any renewal term. Immediately after the Grace Period ends, you must delete all unused Substance 3D Assets. We are not responsible for maintaining availability

of Substance 3D Assets for you after the expiration or termination of your subscription term and any renewal term. You must not sublicense or distribute any Modified Works or Larger Works that were created or used in violation of section 3.” As used herein, (1) “**Student**” and “**School**” shall have the meaning set forth in the K-12 and Higher Education Additional Terms; and (2) “**EDU User**” shall have the same meaning as “User,” as defined in the K-12 and Higher Education Additional Terms.

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