

## Adobe Stock Additional Terms

Last updated June 17, 2024. Replaces all prior versions.

These Additional Terms govern your use of the Adobe Stock Services, the Stock Assets (as defined below) and Output (as defined below) and are incorporated into the Adobe General Terms of Use (“**General Terms**”) located at <https://www.adobe.com/go/terms> (these Additional Terms and the General Terms are collectively referred to as “**Terms**”). All rights and licenses granted to you under these Adobe Stock Additional Terms are subject to your compliance with the Terms. Capitalized terms not defined here have the same meaning as defined in the General Terms.

### 1. Definitions

1.1 “**Affiliate**” means, for an entity, any other entity that controls, is controlled by, or is under common control with, that entity. For purposes of this definition, the term “control” means the direct or indirect power to direct the affairs of an entity through a least 50% of the shares, voting rights, participation, or economic interest in that entity.

1.2 “**Audio Project**” means a specific project created by you that combines an Audio Work with images, video, narration, or other materials as permitted in the Terms.

1.3 “**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 Websites, except that “Audio Work” does not include any audio that may be in a Work and does not include Output.

1.4 “**Editorial Work(s)**” means any Stock Assets designed as “editorial use only” on the Website(s).

1.5 “**Eligible Firefly Features**” means the Firefly features listed in the Firefly Product Description.

1.6 “**Enterprise VIP CC Customer(s)**” means Creative Cloud for enterprise customers that have purchased an Unmetered Plan for enterprise via VIP.

1.7 “**Export Event**” means that a user has within the Adobe Stock Services consumed one or more credits to complete an action listed under the Adobe Stock section in the Firefly Product Description regarding an Output. Export Events do not include download of Output (A) without the consumption of one or more credits or (B) under an unlimited download entitlement such as Pro Edition or Edition 4 or other Unmetered Plans. As used in this paragraph, “credit” does not include any separate allocation of “generative credits” that allow a user to submit Inputs to generate Outputs.

1.8 “**Firefly Product Description**” means the description located at [helpx.adobe.com/legal/product-descriptions/adobe-firefly.html](https://helpx.adobe.com/legal/product-descriptions/adobe-firefly.html) (or successor URL), which may be updated by Adobe from time to time to list additional products, features, and export events.

1.9 “**Grace Period**” means the 30 days immediately following the termination or expiration of your Unmetered Plan.

1.10 “**Indemnified Firefly Output**” means Output generated in response to an Input when using Eligible Firefly Features in the Adobe Stock Service and provided to the user after an Export Event. Stock Assets, including any Stock Assets labeled as “Generated with AI” or any similar designation, are not Indemnified Firefly Output

1.11 “**Indemnified Stock Asset**” means a Stock Asset (excluding Editorial Works) that you have licensed and paid for. For clarity, Stock Assets that consume credits upon license are Indemnified Stock Assets. Stock Assets licensed

under an Unmetered Plan are Indemnified Stock Assets even if labeled as “free.” Otherwise, free assets are not Indemnified Stock Assets.

1.12 “**Input**” has the meaning given in the Generative AI Additional Terms (as defined below).

1.13 “**Output**” has the meaning given in the Generative AI Additional Terms (as defined below).

1.14 “**Stock Asset(s)**” means one or both of Audio Work(s) and Work(s), and, for clarity, does not include Output.

1.15 “**Teams VIP CC Customer(s)**” means Creative Cloud for teams customers that have purchased an Unmetered Plan for teams, including via VIP.

1.16 “**Unmetered Plan**” means Adobe Products and Services that (A) allow the purchasing customer to license an unlimited number of the individual Stock Asset files that Adobe makes available with such products and services and (B) are identified as an unmetered plan on the Stock Product Description (available at <https://helpx.adobe.com/legal/product-descriptions/stock.html> or successor URL). The Stock Product Description lists the types of Stock Assets made available for license under Unmetered Plans. For example, “Edition 4” and “Pro Edition” plans are Unmetered Plans.

1.17 “**Website(s)**” means Adobe Stock Services available at [www.stock.adobe.com](http://www.stock.adobe.com) (or successor URL), or other Adobe websites or applications that make Stock Assets available for license.

1.18 “**Work(s)**” means 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 include any Audio Work(s) or Output.

## 2. Ownership

Except as expressly granted in the Terms, we and our licensors retain all rights, title, and interest in and to the Stock Assets. No title or ownership interest in or to the Stock Assets is transferred to you by virtue of the Terms.

## 3. License Terms and Specific Restrictions Applicable to Works

3.1. **Standard License and Specific Restrictions for Works.** The license described in this section 3.1 is referred to as a “Standard License”.

(A) **Standard License for Works.** Under a Standard License, we grant you a non-exclusive, perpetual, worldwide, non-transferable and non-sublicensable (except pursuant to section 6 (Additional Rights)) license to use, reproduce, archive, modify, and display the Work, in all media, for (1) advertising, marketing, promotional and decoration purposes; and (2) personal and non-commercial uses, for each of (1) and (2) up to 500,000 times as further described in section 3.1(B) (“Standard License Specific Restrictions”).

(B) **Standard License Specific Restrictions for Works.** In addition to the restrictions in section 7 (Restrictions), the following restrictions apply to your use of any Work under a Standard License:

(1) you may not, in the aggregate, (a) cause or allow a Work to appear on more than 500,000 printed materials (including copies of such materials); or (b) incorporate a Work into a live, recorded, or digital production if the audience is expected to exceed 500,000 viewers, except the restriction on audience size does not apply to Works displayed only on websites, social media sites, or mobile applications;

(2) you may not incorporate a Work into merchandise intended for sale or distribution, including on-demand products, unless (a) 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 (b) the primary value of such merchandise does not lie with the Work itself;

(3) you may not use, include, or incorporate the Work in any electronic template or design template application (e.g., a web design or presentation template, or templates for electronic greeting cards or business cards); and

(4) you may not use, reproduce, distribute, or display the Work with a press release that includes the distribution of the stand-alone image file.

**3.2. Enhanced License and Specific Restrictions for Works.** The license described in this section 3.2 is referred to as an “Enhanced License”.

(A) **Enhanced License for Works.** Under an Enhanced License, we grant you the same rights as under a Standard License, except without the limitation on the number of reproductions or viewers set forth in section 3.1(B) (1) (Standard License Specific Restrictions for Works).

(B) **Enhanced License Specific Restrictions for Works.** The restrictions in sections 3.1(B)(2) through 3.1(B)(4) (Standard License Specific Restrictions for Works), and in section 7 (Restrictions) apply to your use of any Work under an Enhanced License.

**3.3. Extended License and Specific Restrictions for Works.** The license described in this section 3.3 is referred to as an “Extended License”.

(A) **Extended License for Works.** Under an Extended License, we grant you the same rights as under an Enhanced License, and in addition the right to use, reproduce, distribute, and display the Work:

(1) for incorporation into merchandise and template files intended for sale or distribution, without limitation on the number of reproductions or viewers, provided the recipient is only permitted to use or access the Work as incorporated into the merchandise or template; and

(2) in a press release that includes distribution of the stand-alone image file to the media, provided the Work is only published in connection with the press release, and not used or disseminated in any other manner.

For clarity, you may use the Work in connection with (a) electronic templates and design template applications; (b) merchandise such as mugs, t-shirts, posters, and greeting cards; and (c) “print on demand” services, subject to restrictions on use of Stock Assets licensed under an Unmetered Plan for print on demand services.

(B) **Extended License Restrictions for Works.** The restrictions in section 7 (Restrictions) apply to your use of any Work under an Extended License. Certain additional limitations apply to use of Stock Assets licensed under an Unmetered Plan, as described in section 9.4 (B).

**4. License Terms and Specific Restrictions Applicable to Audio Works.** If there is a conflict between this section 4 and any other section of the Terms, this section 4 controls with respect to Audio Works only.

**4.1. Audio Standard License and Specific Restrictions.** The license described in this section 4.1 is referred to as an “Audio Standard License”.

(A) **Audio Standard License.** Under an Audio Standard License, we grant you a non-exclusive, perpetual, worldwide, non-transferable (except pursuant to section 6 (Additional Rights)), non-sublicensable (except as to 4.1(A)(3) below) license to:

(1) synchronize and otherwise combine the Audio Work with video, audio, and other materials, to create an unlimited number of Audio Projects;

(2) adapt, edit, and modify the Audio Work in Audio Projects (including converting the file format, pitch-shifting, time compression, cutting, and trimming);

(3) reproduce, copy, transmit, broadcast, display, publicly perform, and otherwise distribute the Audio Work as incorporated into an Audio Project (except as specified in 4.2(A) (Audio Extended License)); and

(4) subject to any and all applicable restrictions, use Audio Projects for any purpose, including advertising, marketing, promotional, and commercial.

**(B) Audio Standard License Specific Restrictions.** In addition to the restrictions in section 4.3 (Audio Work Restrictions) and section 7.1 (General Restrictions), you may not use an Audio Work in any Audio Project as specified in sections 4.2(A)(1)-(7) (Audio Extended License) without first obtaining an Audio Extended License.

**4.2. Audio Extended License and Restrictions.** The license described in this section 4.2 is referred to as an “Audio Extended License”.

**(A) Audio Extended License.** Under an Audio Extended License, we grant you the same rights as under an Audio Standard License, in addition to the right to reproduce, copy, transmit, broadcast, display, publicly perform, and otherwise distribute Audio Projects in:

(1) radio;

(2) television;

(3) paid-access streaming video services;

(4) paid-access on-demand video services;

(5) theatrical releases;

(6) computer software applications (including mobile applications and video games); and

(7) physical point of sale locations (such as shopping malls, point of sale systems, in-store displays, and showroom videos).

**(B) Audio Extended License Restrictions.** The restrictions in section 4.3 (Audio Works Restrictions) and section 7.1 (General Restrictions) apply to any Audio Work under an Audio Extended License.

**4.3. Audio Work Restrictions.** In addition to the restrictions in section 7.1 (General Restrictions) and any restrictions specific to a license type, you 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 permitted in section 4.1(A) (Audio Standard License);

(B) use any Audio Work as a theme song in an Audio Project specified in sections 4.2(A)(1)-(7) (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. Comp License for Stock Assets.** The license described in this section 5 is referred to as a “Comp License”.

5.1. A Comp License version of a Stock Asset is downloaded as either a watermarked Work or an Audio Work that is a compressed AAC file with a .m4a file extension, unless otherwise indicated on the Website.

5.2. For up to 90 days from the date of download of a Stock Asset, you may use, reproduce, modify, adapt or display “comp” (i.e. composite, or preview) versions of that Stock Asset solely for previewing how the Stock Asset may look or sound in production or an Audio Project. For clarity, under a Comp License, you are not permitted to use a Stock Asset in a final production or Audio Project, or to make a Stock Asset publicly available in any manner.

5.3. There is no guarantee that any Stock Asset you download under a Comp License will be available for license thereafter. Any use of a Stock Asset under a Comp License is on an “AS IS” basis with no representation, warranties, or indemnities of any kind.

**6. Additional Rights.** Subject to the Terms and any applicable restrictions, you may have the following additional rights:

(A) **Employer Use.** You may obtain a license to a Stock Asset for the benefit of your employer (“**Employer Assets**”), in which case you:

- (1) represent and warrant that you have full legal authority to bind your employer to these Terms;
- (2) are solely responsible and liable for use of the Employer Assets; and
- (3) must obtain additional licenses for any Employer Asset(s) you intend to use for yourself.

(B) **Employee and Contractor Use.** You may share Stock Assets with your employees or subcontractors, provided that:

- (1) such employees and subcontractors agree in an enforceable written agreement to abide by the restrictions in the Terms;
- (2) such employees and subcontractors only use the Stock Asset on your behalf; and
- (3) you are solely responsible and liable for use of the Stock Asset by your employee or contractor.

(C) **Social Media Use.** You may use a Stock Asset on a 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 you hereunder.

(D) **Client Use.** When Stock Assets are used in your client projects, you may purchase a license to a Stock Asset (excluding a Stock Asset licensed under an Unmetered Plan) on behalf of your client, and your client may use the asset subject to these terms. In that case, you represent and warrant that you have full legal authority to, and will, bind your client to these terms. If you do not do so, then your client may not use the Stock Asset. The rights purchased may only belong to you or your client. If you purchase a license to a Stock Asset used by a client, you must purchase additional licenses for any other use by you or additional clients. In other words, only one of you (and not both) may re-use a Stock Asset in multiple projects. You must not (a) resell licenses to Stock Assets or (b) use Stock Assets licensed under an Unmetered Plan in client projects or permit your clients to use such assets.

## **7. Restrictions.**

7.1. **General Restrictions.** You must not:

(A) use the Stock Assets in any way that allows a third party to use, download, extract or access the Stock Assets (1) as a stand-alone file; or (2) in a way that exceeds the scope of the license to the Stock Assets;

(B) use the Stock Assets with material that violates any third-party rights, or otherwise take any action in connection with the Stock Assets that infringes the intellectual property or other rights of any person or entity, such as the moral rights of the creator of the Stock Assets or the rights of any person who, or any person whose property, appears in or is associated with the Stock Assets;

(C) register, or apply to register, a trademark, design mark, service mark, sound mark, or tradename, that uses any Stock Asset (in whole or in part); or claim ownership rights in an attempt to prevent any third party from using a Stock Asset;

(D) use the Stock Assets in a manner that is pornographic or defamatory, or that violates any applicable laws, rules, or regulations;

(E) use the Stock Assets in a manner, or in connection with a subject, that a reasonable person could consider unflattering, immoral, offensive, obscene, or controversial, taking into account the nature of the Stock Assets, examples of which could include ads for tobacco; adult entertainment clubs or similar venues or services; implied or stated endorsements of political parties or other opinion-based movements; or implying mental or physical impairment;

(F) use the Stock Assets contrary to any additional restrictions displayed on the Website in the details panel of such Stock Assets;

(G) remove, obscure or alter any proprietary notices associated with the Stock Assets, or give any express or implied misrepresentation that you or another third party are the creator or holder of Intellectual Property Rights in any Stock Assets;

(H) use (or allow third parties to use) the Adobe Stock Services (including the Stock API or any content, data, output, or other information received or derived from the Adobe Stock Services, such as Stock Assets): (1) to directly or indirectly create, train, test, or otherwise improve any machine learning algorithms or artificial intelligence systems, including any architectures, models, or weights; or (2) with technologies designed or intended for the identification of natural persons;

(I) access Stock Assets filtered out by safe search unless you are over 18 and live in a country where adult content is legal; or

(J) use or exploit the Stock Assets in any manner other than as expressly provided in these Terms.

#### **7.2. Editorial Works Restrictions.** For Editorial Work(s):

(A) you may only use Editorial Works (1) in a manner that maintains the editorial context and meaning of the Editorial Works; (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 panel of such Editorial Works;

(B) you must not (1) use Editorial Works in a misleading or deceptive manner; (2) use Editorial Works for any commercial (e.g., promotional, endorsement, advertorial or merchandising) purpose including use in connection with any non-fungible tokens (NFTs) or similar technology for the sale of digital assets; or (3) modify Editorial Works, except for minor adjustments for technical quality or slight cropping or resizing; and

(C) to use Editorial Works in a manner prohibited by this section, you must first (1) obtain a license directly from the copyright owner of the Editorial Works; and (2) secure additional permissions as necessary.

#### **8. Attribution**

8.1. 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, in this format: “[Contributor Name]/stock.adobe.com” or as designated on the Website;

8.2. if the Stock Asset is used in an audiovisual production, you 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

8.3. if attribution is not already provided and a Stock Asset is used in a context where any other stock content provider receives attribution, you also must include substantially similar attribution for Adobe Stock.

## **9. Special Terms for Subscription Users, Business Users, Unmetered Plans, and Generative Artificial Intelligence Features.**

9.1. **Subscription User Account.** You may not transfer your subscription or allow others to use your subscription, even if they are your affiliates, colleagues, contractors, or employees. However, you may license Stock Assets multiple times through the subscription.

### **9.2. Business Users.**

(A) Any license or other Entitlement granted by Adobe to a Business User is granted to the Business. The Business User’s use of any Stock Assets or credits is governed by the Business’s agreement with us. Except as described in section 9.2(B), a Stock Asset licensed by a Business may be used only by Business Users from a single legal entity and may not be used by subsidiaries or other affiliates. For clarity, the foregoing restriction applies to Stock Assets licensed under an Unmetered Plan and Adobe Stock credits purchased via Adobe’s VIP teams program.

(B) As an exception to Section 9.2(A), if you are a VIP enterprise customer (not a VIP teams customer) then you may permit your Affiliates to use some or all of your VIP enterprise Adobe Stock Entitlements (including Stock Assets licensed under an Unmetered Plan and other Stock Assets, credits, and subscription quota). You are responsible and liable for any breach of these Terms or misuse of Adobe Stock Services and Stock Assets by your Affiliates. Adobe may require you to notify Adobe of the identity of your Affiliates that use Adobe Stock Services or Stock Assets.

9.3. **Adobe Stock Credits in VIP.** If you purchase Adobe Stock credits via Adobe’s VIP program, then (A) credit purchases are not refundable; and (B) unused credits automatically expire 12 months from the date of purchase.

9.4. **Special Terms for Unmetered Plans.** The terms of this section 9.4 apply only to Stock Assets that are licensed under an Unmetered Plan. . If there is a conflict between this section 9.4 and any other section of the Terms, this section 9.4 controls only with respect to Stock Assets licensed under Unmetered Plans.

(A) **License under Unmetered Plans.** Stock Assets licensed under an Unmetered Plan are licensed to (1) Teams VIP CC Customers under an Enhanced License; and (2) Enterprise VIP CC Customers under an Extended License. In either event, your license to such assets is subject to the important limitations and restrictions stated below.

### **(B) Limitations and Restrictions.**

(1) **Proper Use Limitation.** Stock Assets licensed under an Unmetered Plan may be used only for your bona fide expressive projects. You may license such assets only as needed during the creation of such projects.

(2) **No Client Projects.** You will not use Stock Assets licensed under an Unmetered Plan in work for your clients or permit your clients to use such assets.

(3) **No Stockpiling.** You will not license more Stock Assets under an Unmetered Plan than needed for your immediate use in projects. The license of more of such assets than reasonably needed for immediate use is sometimes referred to as “stockpiling” and is prohibited. Adobe may determine, in its sole discretion, that your use constitutes unpermitted stockpiling.

(4) **No Machine Learning Use.** You will not use your access to Stock Assets licensed under an Unmetered Plan in violation of restrictions against use for machine learning purposes described in Section 7.1 (H).

(5) **No Print On Demand.** You will not use your access to Stock Assets licensed under an Unmetered Plan in support of a “print on demand” business model.

(6) **API.** Only individuals who have been delegated an Unmetered Plan seat may access an Unmetered Plan through the Adobe Stock API.

(C) **Termination, Suspension, and Throttling.** Without limitation of our other available remedies, we may at any time terminate, suspend, or set rate limits on and otherwise throttle access to Adobe Stock Services and Adobe Stock Assets without notice and without refund for any pre-paid fees if in our sole discretion you breach any restriction, limitation or other provision of these Terms, or act in a manner that clearly shows you do not intend to, or are unable to, comply with these Terms. Upon suspension or termination, you may lose access to your licensed Stock Assets.

(D) **Term of License.** The license to Stock Assets licensed under an Unmetered Plan set forth in this section 9.4 is perpetual for those specific uses of such assets you have made during the term of your Unmetered Plan, including any extensions or renewals, as well as the Grace Period.

(E) **Effect of Termination or Expiration of Unmetered Plan.** You will have a Grace Period to make use of any Stock Assets downloaded and paid for under an Unmetered Plan prior to the termination or expiration of your Unmetered Plan, and any such assets used in a project prior to the end of the Grace Period remain subject to the Terms. Any such assets downloaded and paid for, but not so used before the end of the Grace Period, are not considered licensed. For clarity, you may not download assets under an Unmetered Plan during the Grace Period. Other than during the Grace Period, you may not use assets licensed under an Unmetered Plan et for the first time, or in a new context (such as on new or different merchandise), after the termination or expiration of your Unmetered Plan. By way of example, if, prior to such termination or expiration, you printed a promotional brochure with such an asset on it, you may continue to produce that brochure in perpetuity, but after the end of the Grace Period, you may not use that same asset in a different brochure, project or other end use.

9.5 **Adobe Stock API.** Access to and use of Adobe Stock API is governed by the Adobe Developer Additional Terms and these Terms. You will not use your access to Adobe Stock API in violation of restrictions against use for machine learning purposes described in Section 7.1 (H) (Restriction on AI/ML).

9.6 **Generative AI.** The Adobe Generative AI User Guidelines located at [www.adobe.com/go/adobe-gen-ai-user-guidelines](https://www.adobe.com/go/adobe-gen-ai-user-guidelines) (“**Generative AI Guidelines**”) and Adobe Generative AI Additional Terms located at [www.adobe.com/go/adobe-gen-ai-addl-terms](https://www.adobe.com/go/adobe-gen-ai-addl-terms) (“**Generative AI Additional Terms**”) govern your use of generative AI features in the Adobe Stock Services.

## 10. Our Indemnification Obligations.

10.1. **Our Duty to Indemnify.** Provided that an Indemnified Stock Asset or Indemnified Firefly Output is used in accordance with the Terms, and subject to section 10.2 (Conditions to Indemnification), we will defend any third-party claim, action, or legal proceeding made against a person or entity during the term of the Terms that alleges that you or your Affiliate’s use of the Indemnified Stock Asset or Indemnified Firefly Output directly infringes the third-party’s copyright, trademark, publicity rights, or privacy rights (“**Infringement Claim**”). We will pay the damages, losses, costs, expenses, or liabilities directly attributable to an Infringement Claim and which are either



finally awarded by a court of competent jurisdiction or agreed to in a written settlement agreement signed by us.

**10.2. Conditions to Indemnification.** We will have no liability for any Infringement Claim:

(A) that arises from: (1) any modification of a Stock Asset or Output, including with any Adobe Products and Services; (2) any combination of a Stock Asset or Output with any other materials, content or information; (3) any use of a Stock Asset or Output in violation of these Terms; (4) any use of a Stock Asset or Output after we have instructed you to stop using it; (5) any Output that is based on a non-text Input, where the Input on its own would have given rise to the Infringement Claim; (6) any use under a Comp License; (7) the context in which the Stock Asset or Output is used; or (8) anything that is not the audiovisual content displayed or played by the Eligible Firefly Feature, for example any technical metadata that may be produced by the Eligible Firefly Feature such as file metadata and query response parameters.

or

(B) if you fail to: (1) notify us in writing of the Infringement Claim promptly upon the earlier of learning or receiving notice of it, to the extent we are prejudiced by this failure; (2) provide us with reasonable assistance as requested for the defense or settlement of the Infringement Claim; (3) provide us with the exclusive right to control, and the authority to settle, the Infringement Claim; or (4) refrain from making admissions about the Infringement Claim without our prior written consent.

**10.3. Limitation of Liability. Notwithstanding anything to the contrary contained in the Terms or in any other agreement between you and us, the following are limits on Adobe liability irrespective of the number of times Indemnified Stock Assets or Indemnified Firefly Outputs are downloaded or licensed.**

**(A) Our total maximum aggregate liability with respect to any Indemnified Stock Asset will in no event exceed US\$10,000 per each asset.**

**(B) Our total maximum aggregate liability with respect to any Indemnified Firefly Output will in no event exceed US\$10,000 per (i) Indemnified Firefly Output or (ii) Infringement Claim (or set of related Infringement Claims).**

**Notwithstanding any otherwise applicable statute(s) of limitation, any action or dispute resolution proceeding must be commenced within two years of the act, event, or occurrence giving rise to the claim.**

**10.4. Sole and Exclusive Remedy.** The foregoing states our entire liability and obligation, and your sole and exclusive remedy, with respect to any Stock Asset, Output or Infringement Claim.

**11. Your Indemnification Obligations.** Without limiting the obligations in the General Terms, you will indemnify us and our subsidiaries, affiliates, officers, agents, employees, partners, and licensors from any claim, demand, loss, or damages, including reasonable attorneys' fees, arising out of or related to your use of the Stock Assets or Output (except as indemnified under section 10 (Our Indemnification Obligations)) or your violation of the Terms.

**12. Disclaimers.** We are not responsible, and expressly disclaim any liability, for:

(A) any use of Comp Licenses;

(B) the accuracy of any Stock Asset, including any related descriptions, categories, captions, titles, metadata, or keywords included with any Stock Asset; and

(C) feedback, materials, or answers to questions provided to you by us or our representatives, whether about these Terms, your use or proposed use of a Stock Asset or Output, or otherwise, all of which are provided as a courtesy only and do not constitute legal advice.

**13. Reservation.**

13.1. If you have actual knowledge, or if you reasonably believe, that a Stock Asset or Output may be subject to a third-party claim, then you 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 you to cease all use, reproduction, modification, display, performance, distribution, and possession of such Stock Asset, in which case you must (1) promptly comply with such instructions; and (2) ensure your clients, distributors, employees, and employers, as applicable, also stop using the Stock Asset.

13.2. We may, at any time (1) discontinue the licensing of any Stock Asset; and (2) deny the downloading of any Stock Asset.

#### **14. Effect of Termination.**

14.1. If your subscription ends, or upon termination of these Additional Terms, then:

(A) you will forfeit all rights, title and interest in and to any and all unused credits or unused standard assets from a subscription plan, as applicable;

(B) except as set forth in section 9.4(E) (Effect of Termination of Unmetered Plans), any perpetual licenses granted as to Stock Assets will survive and you may continue to use those licensed Stock Assets;

(C) you should download any Stock Assets that you have licensed, and to the extent available re-download any Outputs stored in the license history, as such Stock Assets and Output may not be available after termination or expiration; and

(D) you should make note of any license validation codes issued upon license of an Audio Work, as such license validation codes may not be available after termination or expiration.

14.2. If we terminate your right to use any Stock Asset(s) due to your breach of the Terms, you must cease all use, reproduction, modification, display, performance, distribution, and possession of any such Stock Asset(s).

**15. Injunctive Relief.** In the event of your or others' unauthorized access to, or use of, the Stock Assets or Output in violation of these Terms, you agree that we are entitled to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction, without providing notice or opportunity to cure.