

Substance Source Additional Terms

Last updated August 13, 2020. Replaces all prior versions.

These Additional Terms govern your use of Substance Source and are incorporated into the Adobe General Terms of Use (“**General Terms**”) located at 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 Source services.

1. Definitions.

- 1.1 “**Larger Work**” means a new work of authorship that incorporates an unmodified Substance Source Asset.
- 1.2 “**Modified Work**” means a new work of authorship created, at least in part, by modifying a Substance Source Asset.
- 1.3 “**Site**” means the end user physical location identified on your order documentation, including, if applicable, the physical location identified on your end user documentation entered into with your reseller.
- 1.4 “**Substance Source Asset(s)**” means materials that are made available by Adobe to you via the Substance Source offering, which can be found in the Substance Source area of the Substance 3D website, currently located at <https://source.substance3d.com> (or any successor website thereto).
- 1.5 “**User**” means an individual who may use or access Substance Source.

2. License.

2.1 **License Metrics.** You may license Substance Source Asset(s) either on a per-Site or per-User basis. Substance is licensed on a per-User basis and Source Unlimited is licensed on a per-Site basis. The Adobe Admin Console indicates which offer you have purchased as well as the number of Substance Source Asset(s) to which we grant you a license (“**Permitted Number**”), as described in section 2.2 (License Grant).

2.2 **License Grant.** Subject to your compliance with the Terms and the restrictions and limitations as provided in section 3 (Restrictions), and up to the Permitted Number, we grant you a worldwide, non-exclusive, perpetual license to:

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

3. Restrictions.

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

- (A) publicly display, publicly perform, distribute, or sublicense a Substance Source Asset if it has not been (1) modified into a Modified Work; or (2) incorporated into a Larger Work;
- (B) use the Substance Source Asset(s) in any way that allows a third party to use, download, extract, or access the Substance Source Asset(s) on a stand-alone basis;
- (C) take any action in connection with the Substance Source 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 Source Asset(s) or the rights of any person who, or any person whose property, appears in the Substance Source Asset(s);
- (D) incorporate the Substance Source Asset(s) into a trademark, logo, or service mark;
- (E) use the Substance Source Asset(s) in a pornographic, defamatory, or otherwise unlawful manner; or
- (F) engage in any activity that interferes with or disrupts Substance Source, including its servers and connected networks, or the Substance Source Asset(s).

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

4. **Privacy Policy.** The following privacy policy outlines our privacy practices related to Substance Source: <https://www.substance3d.com/legal/privacy-policy/>.

5. **Effect of Termination.** Pursuant to the license granted to you in section 2 (License) above, you may continue to use any Substance Source Asset(s) that were downloaded and paid for prior to termination of your subscription, and any such Substance Source Assets so used remain subject to the Terms. We will not maintain availability of your downloaded Substance Source Assets after your subscription terminates. If we terminate your right to use any Substance Source Asset(s) due to your breach of the Terms, you must cease all use, distribution, or sublicensing of the Substance Source Asset(s) as modified into Modified Works or as incorporated into Larger Works, and you must delete any Substance Source Asset(s) in your possession.

6. **Ownership.** All right, title, and ownership in the Substance Source Asset(s) belong to us.

Substance_Terms-en_US-20200813