

1. DEFINITIONS

“**Adobe**” means the entity identified in the sales order as “Adobe” and Adobe’s affiliates. “**Customer**” means only the legal entity identified in the sales order as “Customer”, excluding other Customer legal entities. “**Party**” means Adobe or Customer, as applicable.

“**Adobe Stock**” means that on-demand service and technology which is owned by or licensed to Adobe, including Works, as well as any of the derivatives, modifications, improvements, enhancements, or extensions of the above, whenever developed.

“**Customer Data**” means any information that is imported by or on behalf of Customer into Adobe Stock.

“**Documentation**” means only the product description available on <https://helpx.adobe.com/product-descriptions.html>, which may be updated from time to time.

“**Editorial Work**” means a Work designated as “editorial use only” in the user interface and that is used only for non-commercial purposes in connection with events that are newsworthy or of cultural interest.

“**Standard License**” refers to the “Standard License” designation of the specific license rights associated with Customer’s download and use of Works as identified in the user interface of Adobe Stock.

“**Work(s)**” means only the assets designated as “standard” in the Adobe Stock enterprise website. “Work” specifically excludes videos, templates, 3D content and premium content.

- 2. DELIVERY OF ADOBE STOCK AND PAYMENT OF FEES.** Adobe Stock will be deemed delivered and accepted on the start date reflected on the sales order. Customer must pay the fees according to the payment terms in the sales order. Prices do not include applicable taxes. Adobe will invoice Customer for any applicable taxes, and Customer must pay these taxes.

3. LICENSES.

3.1 Subject to these terms, Adobe grants Customer and its agents (third party or otherwise) a non-transferable, non-exclusive license to access Adobe Stock for its direct beneficial business purposes. For those Works that are downloaded and subject to a Standard License, Customer may use, reproduce, archive, modify or display the Work for marketing, promotional, internal presentation or decoration purposes, digital productions, and non-commercial uses. Customer may (A) distribute marketing or promotional materials, internal presentations, works for decorative purposes, or digital products that incorporate the Work; and (B) use and display the Work on websites..

3.2 Subject to any restrictions in this agreement and/or shown in the user interface, Customer may (A) use the license granted under this agreement for the benefit of one of its clients, provided that Customer (1) has full legal authority to bind the client to this Agreement; and (2) must transfer all its license rights and license restrictions to the particular Work to the client via an enforceable written agreement between Customer and client that includes terms no less restrictive than this agreement; and. Customer must purchase additional licenses for the same Work if Customer intends to use the same Work for its benefit or the benefit of other clients; (B) create an archive, digital library, network configuration or similar arrangement to allow the Work to be viewed by users, partners and clients of Customer; and (C) use, reproduce, download or display “comp” or preview versions of a Work solely for previewing how a Work may look in production up to 180 days from the date of download; provided, however, Customer has no right to a production use of the Work without first acquiring a valid license for the Work.

4. RESTRICTIONS.

4.1 If a Work is in violation of a third-party right or if Adobe has a reasonable belief that the Work may be subject to a third party claim, Adobe may instruct Customer to cease all use, distribution and possession of such Work, and Customer must promptly comply with such instructions. Adobe may discontinue the licensing of any Work at any time in its sole discretion. Except as otherwise permitted, Customer must not: (A) use Adobe Stock in (1) violation of any applicable law; or (2) a manner that would cause a material risk to the security or operations of Adobe or any of its customers; (B) copy, use, distribute, republish, download, display, transmit, sell, rent, lease, host, or sub-license Adobe Stock; (C) offer, use, or permit the use of Adobe Stock in a computer service business, third-party outsourcing service, on a membership or subscription basis, on a service bureau basis, on a time-sharing basis, as part of a hosted service, or on behalf of any third party; (D) attempt to interact with the operating system underlying Adobe Stock, or modify, create derivative works of, adapt, translate, reverse engineer, decompile, or otherwise attempt to discover the source code in, Adobe Stock; or (E) remove, obscure, or alter any proprietary notices associated with Adobe Stock. Adobe reserves all other rights not expressly granted in this Agreement.

4.2 Customer must not: (A) sell, share, license or distribute the Work or any modified Work as stand-alone or as part of an online database or any other database, or any derivative product containing the Work in such way that would allow a third party to use, download, extract or access the image as a stand-alone file; (B) use, reproduce, distribute, perform, modify, or display the Work in any manner that is libelous or slanderous or otherwise defamatory, obscene or indecent; (C) take any action in

connection with the Work that infringes the intellectual property or other rights of any person or entity; (D) incorporate the Work into a trademark or service mark; (E) take any action in connection with the Work that would reasonably imply that the creator of the Work, or the persons or property appearing in the Work (if any), endorse any political, economic or other opinion-based movements or parties; (F) use the Work in a way that places any person in the photo in a bad light or in a defamatory, unlawful, immoral or offensive manner such as pornography; (G) cause or allow any Work to (1) be reproduced more than 500,000 times; (2) appear on more than 500,000 printed materials; or (3) be displayed as incorporated into a television program, video or other digital production if the audience is expected to be greater than 500,000 viewers in total, however, this restriction does not apply if Customer displays a Work in websites, social media sites or mobile applications; (H) distribute the Work as incorporated into an item of merchandise unless (1) the Work has been modified to the extent that the modification is not substantially similar to the original Work and can qualify as an original work of authorship; or (2) the primary value of the item of merchandise does not lie with the Work itself; (I) use the Work in an editorial manner without displaying the credit line or attribution in this format: "Author Name/stock.adobe.com" or as designated on the Adobe Stock website, unless the copyright notice is not required under applicable law and it would not be customary to include the copyright notice or editorial credit in a particular situation; or (J) remove, obscure or alter any proprietary notices associated with the Works. Furthermore, Customer must (1) not use Editorial Works for any commercial purposes without receiving separate written permissions and releases as necessary for Customer's use; (2) not modify Editorial Works, except for minor adjustments for technical quality, slight cropping or resizing and only if Customer maintains the editorial context and meaning of the Editorial Work; and (3) comply with any additional third party licensor restrictions that are displayed on the website in the details panel of the Editorial Work designated as "editorial use only".

4.3 Customer (A) must take all reasonable actions to prevent Customer website visitors from downloading or reusing Work that is published on websites; (B) may post or upload an unmodified version of the Work on social media sites if (1) Customer includes copyright notice on the Work itself and (2) the terms of use governing the social media site do not include any provision which would claim to grant any exclusive rights or ownership in respect of such Work or modified Work to anyone; (C) must not use Adobe Stock in mainland China or Russia or other countries where Adobe Stock is restricted; and (D) is not entitled to any content that is not designated as "standard."

5. CUSTOMER DATA. Customer owns or must ensure it has a valid license to the Customer Data, subject to Adobe's underlying intellectual property in the Adobe Stock. Customer grants Adobe and its affiliates a non-exclusive, worldwide, royalty-free license to use, copy, transmit, sub-license, index, store, and display Customer Data: (A) to the extent necessary to perform its obligations or enforce its rights under this Agreement; or (B) where required or authorized by law. Customer grants Adobe and its affiliates a non-exclusive, perpetual, worldwide, royalty-free license to use, copy, transmit, sub-license, index, model, aggregate (including with other customers' data), publish, display and distribute any anonymous information derived from Customer Data. Customer is responsible for ensuring that all Customer Data comply with all applicable laws and regulations.

6. INDEMNIFICATION. The remedies in this section 6 (Indemnification) are the indemnified party's sole and exclusive remedies and the indemnifying party's sole liability regarding the subject matter giving rise to any claim:

6.1 Subject to section 6.3, Adobe will defend, at its expense, any third-party claim against Customer during the license term to the extent the claim alleges that the Work directly infringes the third party's patent, copyright, trademark, publicity rights or privacy rights ("**Infringement Claim**"). Adobe will pay any damages finally awarded by a court of competent jurisdiction (or settlement amounts agreed to in writing by Adobe) for any Infringement Claim, but shall have no liability for claims arising from: (A) use of the Work in violation of this agreement; (B) modification of the Work to the extent that the claim arises from such modification; (C) any combination of the Work with any other works; (D) Editorial Works; (E) the context in which the Customer uses the Work; or (F) any continued use of the Work after Adobe has instructed Customer to stop. In the defense or settlement of any Infringement Claim, Adobe may, at its sole option and expense: (1) procure for Customer a license to continue using the Work; (2) replace the allegedly infringing Work to avoid the infringement; or (3) terminate Customer's license and access to the Work and refund any prepaid unused fees as of the date of termination.

6.2 Customer will, at its expense, defend or settle any third-party claim against Adobe to the extent it arises from: (A) any Customer Data; or (B) Customer's breach of the terms of this agreement. Customer will pay any damages finally awarded by a court of competent jurisdiction (or settlement amounts agreed to in writing by Customer).

6.3 The indemnification obligations set forth in this agreement will apply only if the indemnified party (A) notifies the indemnifying party in writing of a claim promptly upon the earlier of learning of or receiving a notice of it, to the extent that the indemnified party is prejudiced by this failure; (B) provides the indemnifying party with reasonable assistance requested by the indemnifying party, at the indemnifying party's expense, for the defense and settlement, if applicable, of any claim; (C) provides the indemnifying party with the exclusive right to control and the authority to settle any claim, provided, however, that the indemnified party will have the right to participate in the matter at its own expense, and (D) refrains from making admissions about the claim without the indemnifying party's prior written consent.

7. LIMITATION OF LIABILITY. Neither Party will be liable to the other Party for any special, indirect, moral, consequential, incidental, punitive, or exemplary damages; loss of profits; loss of reputation, use, or revenue; loss or corruption of data; or

interruption of business. The maximum aggregate liability of each Party for each and all claims (including Infringement Claims) under or relating to this Agreement is equivalent to the greater of 10,000 USD or 10,000 USD per Work. The foregoing limitations do not apply in any breach arising out of Customer's use of Adobe Stock or a Work beyond the scope of any license granted under this agreement, Customer's failure to pay any amounts owing to Adobe, or Customer's indemnification obligations.

8. **WARRANTIES.** Adobe warrants that Adobe Stock, as delivered to Customer, will substantially conform to the Documentation. Customer must notify Adobe of a claim under this warranty within 30 days of the date on which the condition giving rise to the claim first appeared. To the extent permitted by law, Customer's sole and exclusive remedy and Adobe's sole liability under or in connection with this warranty will be a termination of the license and a refund of any pre-paid unused fees. Except for the express warranties and to the maximum extent permitted by law, Adobe Stock is provided "as-is.". Adobe, its affiliates, and third-party providers disclaim and make no other representation or warranty of any kind, express, implied or statutory, including representations, guarantees or warranties of merchantability, fitness for a particular purpose, title, non-infringement, or accuracy.
9. **TERM AND TERMINATION.** This agreement commences on the effective date of the sales order and extends through the expiration of the applicable license term, unless terminated earlier under this agreement. If either Party commits a material breach of this agreement other than non-payment, the non-breaching Party may give written notice describing the nature and basis of the breach to the breaching Party; if the breach is not cured within 30 days of the notice date, the non-breaching Party may immediately terminate this agreement. Adobe may terminate the license with respect to any Work upon notice to Customer in the event of Customer's breach of the terms in this agreement. Upon termination or expiration of this agreement, the license and associated rights for the use of Adobe Stock will immediately terminate but the license and associated rights for a Work that Customer has downloaded and paid for will remain in effect, subject to its compliance with the agreement. Sections 1, 2, 4, 5, 6.2, 6.3, 7, 8, 9, 10, 11 and 12 survive termination or expiration of this agreement.
10. **GENERAL PROVISIONS.** Either party may assign this agreement to its affiliates or a surviving person under a merger or acquisition of the Party or the assets of the business to which this agreement relates, upon written notice to the other Party. Any (attempted) assignment in derogation of this section will be null and void. This agreement is governed by and construed under the laws of California, without regard to any conflict of law rules or principles, and excluding the application of the United Nations Convention on Contracts for the International Sale of Goods. Customer acknowledges that Adobe Stock may be subject to the trade control laws and regulations of the United States and other national governments, and Customer will comply with them. Neither Party is liable for failure to perform its obligations under this agreement (except for any payment obligations) to the extent that performance is delayed, prevented, restricted or interfered with as a result of any causes beyond its reasonable control. Actual or threatened breach of certain sections of this agreement may cause immediate, irreparable harm that is difficult to calculate and cannot be remedied by the payment of damages alone. Adobe will be entitled to seek preliminary and permanent injunctive relief and other equitable relief for any such breach. Any notice given under this agreement must be in writing by email to the following addresses: to Adobe: ContractNotifications@adobe.com; and to Customer: at Customer's email address stated on the sales order. Neither Party's waiver of the breach of any provision constitutes a waiver of that provision in any other instance. This agreement may not be modified nor any rights under it waived, in whole or in part, except in writing signed by the Parties. If any term of this agreement is held invalid or unenforceable for any reason, the remainder of the term and this agreement will continue in full force and effect. The sales order will prevail over this agreement. This agreement contains the entire understanding of the Parties relating to the subject matter and supersedes all earlier agreements, discussions, negotiations, both written and oral, regarding the subject matter. Any terms or conditions in Customer's purchase order or any other related documentation do not form part of this agreement and are void. This agreement (or a component) may be executed in one or more counterparts, each of which constitutes an original and all of which taken together constitutes the same agreement.
11. **U.S. Government Licensing.** For US Government end users: Customer acknowledges that Adobe Stock is a "Commercial Item(s)," as that term is defined at 48 C.F.R. section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as the terms are used in 48 C.F.R. section 12.212 or 48 C.F.R. section 227.7202, as applicable. Customer agrees, consistent with 48 C.F.R. section 12.212 or 48 C.F.R. sections 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (A) only as Commercial Items; and (B) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights are reserved under the copyright laws of the United States.
12. **Notice to Customers in Australia.** Adobe Stock comes with guarantees that cannot be excluded under Australian Consumer Law. Customer is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. Customer is also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Adobe Stock also comes with a 30-day limited warranty given by Adobe. If Adobe Stock does not provide the general features and functions described in the Documentation in the 30-day period after delivery, Customer must call the Adobe Customer Support Department at 1800614863 with details of Adobe Stock, serial number and proof of purchase. The benefits under this warranty are in addition to other rights and remedies Customer may have at law.