Adobe Substance 3D Assets Product Specific Terms

Effective as of April 22, 2025. Replaces all prior versions.

These Substance 3D Assets Product Specific Terms ("Product Specific 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 (these Product Specific 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 Product Specific 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.
- 2. License Grant. Subject to your compliance with the Terms, we grant you a worldwide, non-exclusive, limited, revocable, non-transferable, non-sublicensable (except as expressly permitted by these Product Specific Terms), perpetual license to:
- 2.1. use, copy, and modify the Substance 3D Asset(s);
- 2.2. create derivative works based on the Substance 3D Asset(s) solely in the form of a Modified Work or a Larger Work;
- 2.3. 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
- 2.4. 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. 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 download additional Substance 3D Assets. 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. Substance 3D Assets EDU offer only. This section 6.2 applies to you only if you license a Substance 3D 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 (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 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 Product Specific 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 Product Specific Terms; and (2) "EDU User" shall have the same meaning as "User," as defined in the K-12 and Higher Education Product Specific Terms.