



PSLT – Livefyre, Part of Adobe Experience Manager: On-demand Services (2016v1)

1. **Customer Terms of Use.** In connection with Customer’s use of Livefyre, Customer will conspicuously display terms of use that grant Customer a license to any user-generated content posted on the Customer Site, including the right to sub-license such user-generated content to Adobe as necessary for Adobe to perform its obligations or enforce its rights under this Agreement.
2. **Third Party Material.** Customer acknowledges and agrees that:
 - (A) Livefyre may incorporate or provide Customer with access to Third Party Materials;
 - (B) Third Party Materials may only be used in conjunction with Livefyre;
 - (C) Customer’s use of the Third Party Materials is subject to the Third Party Terms, which are incorporated into this Agreement by reference; and
 - (D) section 4.5 of the General Terms applies to the third party providers identified in the Third Party Terms.
3. **Public Comments.** As between Customer and Adobe, Customer retains all right, title, and interest in and to the Public Comments. Subject to Adobe’s compliance with the terms of this section 3, Adobe may freely store, copy, use, reproduce, display, modify, and distribute the Public Comments, solely for use in connection with Adobe’s Products and Services; provided that any public redistribution of such Public Comments includes an attribution and a link back to the original page on the applicable Customer Site on which such Public Comments appear. Customer agrees, understands, and shall ensure that end users of the Customer Sites agree and/or understand that Public Comments may be reused and/or made publicly available via search results displayed by Adobe and other third party search providers. Through its administrator privileges, Customer may delete any Public Comments posted via Livefyre in connection with the Customer Sites.
4. **Definitions.**
 - 4.1 **“Customer Content”** has the meaning set forth in the General Terms, but also includes Public Comments and Third Party Materials.
 - 4.2 **“Distributed Code”** has the meaning set forth in the General Terms, but also includes applications hosted by Livefyre.
 - 4.3 **“Public Comments”** means content, posts, comments, information, data, audio or video provided by end users to a public forum or commenting platform on the Customer Site via Livefyre, as well as any metadata generated or recorded by Livefyre with respect to the foregoing.
 - 4.4 **“Third Party Materials”** means any material, such as audio, video, text or images received from third party providers. Content generated by consumers of Customer, as described in section 6.5 of the General Terms, includes Third Party Materials (Consumer Generated Content).
 - 4.5 **“Third Party Terms”** means any terms of use required by a third party provider, including, but not limited to, the third party terms and conditions set forth at www.adobe.com/go/livefyre_third_party_tou which may be updated from time to time.