

SERVICE PARTNER PROGRAM APPENDIX

This Service Partner Program Appendix, which includes the documents referred to herein (“**Program Appendix**”) is an appendix to the Liferay Partner Agreement as set forth in the Partner Acceptance Form (the “**Partner Agreement**”). The Partner Agreement and this Program Appendix together with the duly executed Partner Acceptance Form and any Order Form hereunder set forth the terms and conditions under which Partner is authorized to participate in the Liferay Service Partner Program (the “**Program**”). Capitalized terms not defined in this Program Appendix have the meaning set forth in the Partner Agreement.

1. Definitions.

“**Demonstration Purposes**” means the use of the Liferay Products and Services for the purposes of conducting demonstrations of the functions and features of the Liferay Products and Services to End Users and prospective customers of Liferay Products and Services.

“**Documentation**” means the documentation generally made available by Liferay in conjunction with Software at dev.liferay.com.

“**End Users**” means the customers who have acquired Liferay Products and Services for only its own internal use (i.e., not for the benefit of any third parties) and without the right to resell, remarket or otherwise distribute Liferay Products and Services.

“**End User Agreement**” means the applicable Liferay end user agreement set forth at www.liferay.com/legal, as updated by Liferay from time to time.

“**Evaluation Purposes**” means the use of the Liferay Products or Services solely for non-revenue generating evaluation purposes for a period not to exceed thirty (30) days.

“**Liferay Distributor**” means any entity, which has entered into an agreement with Liferay for the sale or other distribution of Liferay Products or Services.

“**Liferay Marks**” means the Liferay trademarks defined in Section 6.

“**Liferay Products**” means any Liferay-branded offerings, such as Liferay Subscription Services (as defined in the End User Agreement) that are set forth in the official price book released by Liferay for its Services Partners for the applicable Territory as updated by Liferay from time to time as well as any other Liferay-branded products or services agreed to by the parties in writing.

“**Program Effective Date**” means the date of last signature on the Partner Acceptance Form once the Partner Acceptance Form is fully executed, unless otherwise agreed by the parties on the Partner Acceptance Form.

“**Program Guide**” means the program guide located at www.liferay.com/partners/service-partners/program-guide that sets forth details of the Program, such as the benefits for each partner level and the requirements for attaining/maintaining a partner level.

“**Promotional Materials**” means any marketing collateral associated with the Liferay Products and Services that is (i) provided by Liferay to Partner through the Liferay “Partner Portal” or (ii) provided otherwise specifically for distribution to prospective customers of Liferay Products and Services, in each case including any authorized translations of those materials approved by Liferay in writing.

“**Services or Liferay Services**” means, collectively, the services delivered as part of the Liferay Products as well as any other Liferay-branded service offerings agreed to by the parties in writing.

“**Software**” means the software including any Updates issued in any form (e.g. binary, source or recompiled) and corresponding Documentation that Liferay provides access to as part of the Liferay Products and Services. Software shall not include third-party software applications that are made available through the Liferay Marketplace

located at www.liferay.com/marketplace (“**Third-Party Marketplace Apps**”), Third Party Software or generally available open source projects such as Liferay Portal Community Edition and/or other Liferay community projects.

“**Term**” means the term defined in Section 5.

“**Territory**” means the territory defined in the Partner Acceptance Form to which this Program Appendix applies, provided that to the extent such definition would constitute a violation of applicable law prohibiting territorial restrictions within a territory, “Territory” shall be understood to include the entire territory to which these prohibitions apply.

“**Third Party Software**” means any software program, computer code, programming libraries, application programming interfaces, or other materials, (i) the intellectual property rights of which are not owned by Liferay or its Affiliates and (ii) which is not licensed to Partner or End Users under the End User License Agreements as defined in the End User Agreement, but is licensed subject to the applicable license terms and conditions set forth in a file accompanying the Software (and for certain Software also at www.liferay.com/third-party-software).

“**Unit**” means the units that are used to measure the use of the Liferay Products and Services as defined in the End User Agreement.

“**Updates**” means software fixes, upgrades, enhancements, additions, corrections and modifications, releases on additional operating environments, if and when they are made available.

2. Liferay Obligations.

2.1 Services Partner Appointment. Subject to the terms and conditions of the Program, Liferay grants to Partner, and Partner accepts, a non-exclusive, non-transferable right without the right to sublicense, during the Term and in the Territory to: (i) market and sell the Liferay Products and Services to End Users and (ii) market itself as an official Liferay Service Partner. Depending on the territorial set up of Liferay’s distribution channel, Partner may purchase Liferay Products from Liferay directly or, if so directed by Liferay, from a Liferay Distributor.

2.2 Marketing and Sales Enablement. Subject to the terms and conditions of the Program, Liferay grants to Partner, and Partner accepts, a non-exclusive, non-transferable right without the right to sublicense, during the Term and in the Territory to install and use the Liferay Products subject to, and under the terms of, the End User Agreement, at no additional cost, solely for the purpose of sales support, marketing, sales enablement training of Partner’s personnel and for Demonstration Purposes. Partner may not use Liferay Products or Services for any other purposes (e.g., internal production or development use), except upon purchase by Partner of the applicable Liferay Products and Services under the terms of the End User Agreement.

2.3 Promotional Materials. Subject to the terms and conditions of the Program, Liferay grants to Partner, and Partner accepts, a non-exclusive, non-transferable right, without the right to sublicense, during the Term and in the Territory to use, reproduce, copy or distribute the Promotional Materials as reasonably necessary for Partner to fulfill its obligations under this Program; provided, however,

that such right does not include the right to copy any third-party copyrighted materials included in the Promotional Materials. All Promotional Materials and modifications to such materials will remain or become the property of Liferay. Partner agrees not to modify or use the Promotional Materials in any manner or for any purpose not permitted by this Program.

- 2.4 Additional Program Benefits.** Subject to Partner's fulfillment of the applicable requirements and conditions of this Program, Liferay will provide sales, marketing and technical Program benefits according to the applicable partner level as set forth in the Program Guide.

3. Partner Obligations.

- 3.1 Marketing and Resale.** Partner will use all reasonable efforts in the Territory to (i) demonstrate, actively market, promote and resell the Liferay Products and Services; and (ii) carry out the promotional and other tasks associated with the applicable partner level according to the Program Guide. Partner will represent the Liferay Products and Services accurately and fairly and, at all times, avoid misleading, illegal, or unethical business practices. Partner will not make any claim or representation relating to the performance or functionality of the Liferay Products and Services other than as expressly set forth by Liferay in the Documentation. Partner agrees to confer periodically with Liferay, at Liferay's request, on matters relating to market conditions, sales forecasting, product planning and promotional marketing strategies. Partner and Liferay may agree on specific marketing activities as part of the Program as further described in the Program Guide. Partner shall bear the cost of any and all marketing materials; provided, however, that Liferay shall grant to Partner the right to use the Liferay Marks that it deems appropriate for such promotion and limited creative assistance in connection therewith. Partner shall, immediately upon written notice from Liferay, remove, withdraw and cease distribution of any collateral materials relating to Liferay, Liferay Marks, or the Liferay Products and Services that Liferay in its sole discretion deems inappropriate.

- 3.2 Terms of Distribution.** Liferay sells the Liferay Products and Services on a "per Unit" basis. Partner must resell the Liferay Products and Services on the same per Unit basis for each Liferay Product and Service. The applicable "Unit" definitions for Liferay Products and Services are set forth in the End User Agreement.

- 3.3 End User Agreement.** Partner will require each End User to sign or otherwise assent (in a manner acceptable to Liferay) to the End User Agreement as a condition to the distribution of the Liferay Products to such End User. Partner will not amend or grant any waiver under the End User Agreement without Liferay's prior written consent. If Partner becomes aware of any violation of the End User Agreement, Partner will notify Liferay immediately and assist Liferay in its efforts to enforce the terms of the End User Agreement.

- 3.4 Staffing Requirements.** Partner will employ and maintain the minimum number of trained and certified staff in accordance with the Program Guide.

- 3.5 Preservation of Goodwill.** Partner will at all times conduct business in its own name, in compliance with applicable laws and regulations and in such a manner that will be reasonably expected to reflect favorably at all times on the Liferay Products and Services and the good name, goodwill and reputation of Liferay.

- 3.6 Order Process and Reporting.** The parties will comply with the rules of engagement set forth in the Program Guide regarding registration of opportunities and submission of orders. Any Liferay Subscription Services (as defined in the End User Agreement) ordered will be

invoiced from the date specified in the order provided that such specified date will not be later than the commencement of the utilization of the relevant Liferay Products and Services.

3.7 Certain Restrictions.

- 3.7.1 Training Restrictions.** Nothing in this Program shall be deemed to grant Partner any rights to offer educational courses offered to the general public and taught in a public setting involving instruction on the use, development and/or deployment of the Software ("Public Training") on the Liferay Products and Services, to promote itself as a Liferay partner for training on Liferay Products and Services, to describe or advertise itself as Liferay's "authorized", "official" or similarly designated trainer or to use any of the Liferay Products and Services, Liferay Marks or other Liferay trademarks or Promotional Materials in connection with training on Liferay Products and Services without the expressed prior written approval of Liferay.

- 3.7.2 Commitment to Using the Enterprise Edition.** Partner will not provide any services to any third-party on the equivalent open source community version of the Software ("Community Edition"), unless and to the extent that Partner has acquired prior written approval from Liferay. Partner will also not recommend or advise any third-party to use the Community Edition. Failure to comply with this Section 3.7.2 shall entitle Liferay to suspend performance and/or terminate this Program Appendix and Partner's participation in the Program, including but not limited to any accrued benefits that Partner may be entitled to according to the Program Guide.

- 3.7.3 Territory.** Partner expressly agrees that it will not, directly or indirectly, distribute, install, ship or provide services related to the Liferay Products or Services outside the Territory; if Partner receives any order or request for information about the Liferay Products and Services from outside the Territory, Partner will immediately refer such order or request to Liferay. If at any time Liferay reasonably determines the laws of any country may affect Liferay's rights adversely, or if Liferay becomes aware of any potential intellectual property claim that may be made in respect of the Liferay Products or Services in such country, Liferay reserves the right to suspend Partner's right to distribute the Liferay Products or Services or Promotional Materials in such country. Partner's rights with respect to such country will only be reinstated upon written notification from Liferay.

- 3.8 Demonstration and Evaluation.** Partner agrees that (a) the Software provided for Demonstration Purposes or Evaluation Purposes may contain a mechanism to disable use of the Software after the end of any period of permitted use; (b) Partner will not interfere with the date and time of any such disabling mechanism; and (c) Liferay shall not be responsible for loss or alteration of programs, data or other information resulting from use of the Software or the disabling mechanism, if any. Liferay has no obligation to provide any support or other services in relation to the Software provided for Evaluation Purposes or Demonstration Purposes. Partner will require each End User to sign or otherwise assent (in a manner acceptable to Liferay) to the evaluation agreement set forth at www.liferay.com/evaluation-license-agreement-for-liferay-software ("**Evaluation Agreement**") as a condition to the distribution of the Software to such End User for Demonstration Purposes or Evaluation Purposes. Partner will not amend or grant any waiver under the Evaluation Agreement without Liferay's prior written consent. If Partner becomes aware of any violation of the Evaluation Agreement, Partner will notify Liferay immediately and assist Liferay in its efforts to enforce the terms of the Evaluation Agreement.

4. Fees.

- 4.1 Program Fees.** Participation in the Program may be subject to payment of certain fees as set forth in the Program Guide.

- 4.2 Purchases directly from Liferay.** If Partner is obtaining the Liferay Products and Services directly from Liferay, the available Liferay Products and Services, prices and/or any applicable discounts are set forth in the Program Guide.
- 4.3 Purchases via Authorized Distributors.** If Partner is obtaining the Liferay Products and Services from a Liferay Distributor, pricing for Liferay Products and Services shall be determined by the Liferay Distributor. Partner will pay such Liferay Distributor for the Liferay Products and Services.
- 5. Term and Termination.** The initial term of this Program begins on the Program Effective Date and terminates one (1) year thereafter, unless terminated earlier pursuant to this Program or the Partner Agreement. The term for the Program will renew for successive terms of one (1) year each, unless either party gives written notice to the other of its intention not to renew at least thirty (30) days before the beginning of the next term (initial term and renewal terms shall collectively constitute the “Term”).
- 6. Permitted Trademarks.** The Liferay Marks that Partner may use in conjunction with this Program are the Partner Logos and other trademarks owned by Liferay as set forth in the Program Guide. The license and use of the Liferay Marks by Partner is subject to the terms and conditions of the Partner Agreement.
- 7. Electronic Delivery.** Upon Liferay’s acceptance of a purchase order by Partner, Liferay will (a) set up an account for the End User and will provide instructions for accessing the Liferay Products and Services to the End User via its customer portal, and (b) invoice Partner for the Fees for the Liferay Products and Services. Software and Updates shall be considered delivered by Liferay to Partner when made available for download. The Liferay Products and Services are sold without return privileges, unless consented to in writing by Liferay in its sole discretion. Partner will take orders from End Users, and Partner will be responsible for communicating with End Users about such order.