Liferay

APPENDIX 1: ENTERPRISE SUBSCRIPTION SERVICES

This Appendix 1, which includes the documents incorporated by reference in this Appendix 1 (together, the "**Appendix**"), describes certain fee bearing subscription based services bundles that Liferay offers ("**Subscriptions**"). The Services that Liferay provides to Customer as part of these Subscriptions (the "**Subscription Services**") provide Customer, as applicable, with one or more Subscription Benefits as further described in Section 2, below. Any capitalized terms used but not defined in this Appendix have the meaning defined in the agreement to which this Appendix is attached (physically or by reference), such as the Liferay Enterprise Services Agreement (the "**Base Agreement**" and collectively, with the Appendix referred to as "**Agreement**").

Note: For avoidance of doubt, this Appendix does not apply to Liferay's Cloud Services Subscription offering, which is covered by a separate Appendix.

1. **Definitions**

   "Acceptable Use Policy" has the meaning set forth in Section 10 below.

   "**Acknowledge Receipt Time**" means the time by which Liferay must respond to an Incident acknowledging receipt of the Incident as set forth in Section 7.3 below. Acknowledge Receipt Times are only supported in response to an Incident that is submitted to Liferay via telephone. Incidents submitted via the web shall have a one (1) Business Day Acknowledge Receipt Time.

   "**Backup Purposes**" means using the Services (including Software) solely in a backup or secondary environment that is (i) periodically or regularly receiving backups of data from Instances used for Production Purposes; (ii) not servicing requests; and (iii) used for the purpose of disaster recovery and/or serving as a backup in case a live Instance used for Production Purposes fails.

   "**Business Day**" means a standard business day based on Customer's "Support Region" and "Support Center" as set forth at www.liferay.com/support/coverage-areas-and-hours.

   "**Business Hour**" means a clock hour during the standard business hours of a Business Day based on Customer's "Support Region" and "Support Center" as set forth at www.liferay.com/support/coverage-areas-and-hours.

   "**Core**" means a computing component that reads or executes a process as (i) a physical processing core located in a central processing unit (CPU) or (ii) in the event Customer deploys Liferay Software in a virtualized infrastructure environment, including but not limited to virtual machines or containers, a vCPU (as defined below).

   "**Customer Application**" means a program with a distinct code base that customizes or extends the functionality of the Software and connects to a database with a distinct database schema.

   "**Customer Portal**" means a web portal maintained by Liferay or a Liferay Affiliate that provides for various resources accessible to Liferay Subscription customers as further described in Section 2.1 below.

   "**Development Purposes**" means using the Subscription Services (including any Software) for the specific purpose of building software that runs with or on the Software.

   "**Designated Contact**" means Customer's contact designated to communicate with Liferay for the provision of Support and/or any other Subscription Services.

   "**Designated Purpose**" means the specific use case and purpose for which Customer utilizes the Subscription Services and Software, for example Development Purposes, Production Purposes or Backup Purposes.

   "**Documentation**" means the documentation generally made available by Liferay in conjunction with Software and the Services at dev.liferay.com and for certain Software and Services at help.liferay.com.

   "EOSL Policy" means the End of service Life Policy applicable to a specific Software, as identified at www.liferay.com/products/end-of-service-life.

   "**Forked Software**" means modifications to the Software source code to develop a separately maintained source code program (i) with features not present in the Software source code or (ii) where modifications to the original source code of the Software are not automatically integrated with the original source code of the Software.

   "**Free Liferay Subscription Apps**" are those Liferay Subscription Apps that Liferay makes available free of charge (displayed as "Free" apps).

   "**Incident**" means a single, discrete technical problem that cannot be reasonably subdivided, and also that is not overly broad in scope, the severity of which shall be determined in accordance with Section 7.1.

   "**Instance**" means one (1) copy of the Software.

   "**Legal Assurance**" means the Legal Assurance Program set forth in Section 8, below.

   "**Liferay Subscription Apps**" means the applications in the Liferay Marketplace made available to subscribers in the "Liferay Subscription App" category.

"**Named Individual**" means an individual tracked person with identifiable contact information accessing a Page.

"**Non**-**Production Purposes**" means using the Services (including Software) solely in a non-production environment, generally for the purposes of dev-integration, testing, quality assurance, staging, and user acceptance testing but excluding Development Purposes.

"**Page**" means a webpage that is owned or operated by the Customer or by third party on Customer's behalf with a single identification address (URL) upon which Customer utilizes the Services.

"**Page View**" means a single request for a full Page document.

"**Plan**" means a certain allotment of Named Individuals and Page Views.

"**Production Purposes**" means using the Services (including any Software) in a production environment, generally to service live requests and to use live data and Software.

"**Services**" as defined in the Base Agreement shall for the purposes of this Appendix mean Subscription Services.

"**Sizing**" means the sizing of an Instance, which is determined by the number of Cores or vCPUs that will be accessible by each Instance

"**Software**" or "**Liferay Software**" means the software and corresponding Documentation that Liferay makes available for download as part of Subscription 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 such as any Liferay branded community edition of the Software and/or other community projects.

"**Subscription Benefit(s)**" means one or more of the defined benefits described in Section 2 below.

"**Subscription Term**" has the meaning defined in Section 5 below.

"**Support (Service) Level**" means the level of Support (e.g. Gold or Platinum) for a specified scope of Support as described in Section 7 below and specified in an Order Form.

"**Terms of Service**" has the meaning set forth in Section 10 below.

"**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 Customer under the EULAs set forth in the Base Agreement or this Appendix, 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 unit that is used to measure Customer's use of the Subscription Services as set forth in Section 6 or as agreed by the parties in an Order Form.

"**Updates**" means any and all software fixes, updates, upgrades, enhancements, additions, corrections, modifications, new versions and releases, when and if they are made available.

"**Users**" means any person, including Customer's and/or its Affiliates employees, contractors, advisors, or employees or contractors of a third party, including any IT service providers, used by the Customer, registered to access and use the Services on behalf of the Customer.

"**Virtual CPU**" or "**vCPU**" means a virtual machine's or container's virtual processor to which a physical CPU is assigned, in whole or in part. For the avoidance of doubt, in the event of simultaneous multithreading in the same physical CPU, each Thread will be considered a vCPU.

"**Web Based Services**" means portals, websites, web pages, documents, discussion groups, blogs, applications and other interactive and cloud based services made accessible to the Customer by Liferay for Customer's use and consumption within the scope of certain Subscriptions, such as for example, but without limitation, Liferay's Customer Portal, Liferay's support application, or Liferay Analytics Cloud Services.

2. **Benefits of Subscription Services**
   Each Subscription offering provides Customer with one or more of the following standardized benefits described in the subsections of this Section 2 (each, a "**Subscription Benefit**"). The specific Subscription Benefits included in a Subscription are as identified in Schedule 1.A.

2.1 **Access to the Customer Portal**
   "**Customer Portal Access**" means the provision of access to Liferay's Customer Portal during the Subscription Term. Liferay's Customer Portal provides Customer access to an expanding knowledge base, support information, compatibility information, checklists, FAQs, patching tools, security updates, newsletters, as well as access to all available versions of Liferay Software throughout their respective life cycle as set forth in Section 8 below (and the applicable Third-Party Software) for electronic download from Liferay's Customer Portal and, if applicable, access to certain other Web Based Services ("**Customer Portal Access**"). The Software is governed by one or multiple End User License Agreement(s) ("**EULAs**") identified in Schedule 1.A.

2.2 Maintenance

"**Maintenance**" means the provision of Updates for Liferay Software, which Liferay makes available from time to time via electronic download from Liferay's website and Updates to Web Based Services ("**Maintenance**").

2.3 Support

"**Support**" means technical product support provided by Liferay to Customer for submitted Incidents as further described in Section 7, below. Support is provided through Liferay's web based issue tracker that allows Customer to submit incidents to the Liferay support team for investigation of issues relating to the Software, Web Based Services, orThird-Party Software provided with the Software to the extent such Third-Party Software causes the Software to not substantially conform to the Documentation as further described in Section 7 below ("**Support**").

2.4 Legal Assurance

"**Legal Assurance**" means the set of intellectual property assurances Liferay provides to Customer as further described in Section 8, below.

3. Subscription Fees, Units

Liferay charges a Fee for the Subscription Services based on the total number of Units and certain other parameters such asthe applicable Support Level. The Units and other applicable parameters for Subscription Services are described in this Appendix and identified in the applicable Order Form. While Customer has a Subscription entitling Customer to receive Subscription Services, Customer is required to purchase a quantity of Subscriptions equal to the total number of Units applicable to that Subscription (including variants or components of the Software or Subscription Services) that Customer deploys, installs, uses or executes. In addition, if Customer uses Subscription Services to support or maintain Liferay Software (or any part thereof) then Customer must purchase Subscriptions equal to the amount of Units applicable to that Liferay Software for which Customer uses Subscription Services. Within each unique Customer Application (i) Customer shall maintain all Subscriptions that include Support at the same Support Level for all Units (for clarity, Customer may not purchase Platinum Support Services Level for one Unit and Gold Support Services Level for any additional Units deployed within a Customer Application, independent of whether such Units are used for Production Purposes, Backup Purposes or for Non-Production Purposes); and, (ii) Customer is required to maintain at least one (1) Subscription for Production Purposes and one (1) Subscription for Non-Production Purposes. If Customer terminates Subscriptions or does not renew Subscriptions within thirty (30) days after the termination or expiration of a Subscription Term and as a genuine pre-estimate of Liferay's losses and costs associated with reinstatement, Liferay reserves the right to charge Customer reinstatement Fees on a per Unit basis (the "**Reinstatement Fee**"), if and when Customer wishes to reinstate the terminated or expired Subscriptions. The Reinstatement Fee per Unit shall be equal to one hundred twenty percent (120%) of the Fees for the reinstated Subscription Services, agreed between Customer and Liferay as of the date of reinstatement, and pro-rated based on the lapsed period between the expiration or termination of the Subscription Term and the date the Subscription Services are reinstated.

4. Use of Subscription Services

4.1 Internal Use and Affiliates

The Agreement (including pricing Liferay has agreed to in an Order Form) is premised on Liferay's understanding that Customer will use the Subscription Services and Software only for Customer's internal use (which includes use by or on behalf of Customer's Affiliates and Affiliates shall not be considered a third party for the purposes of this Section, provided that Customer remains responsible for the Affiliates' compliance with terms of the Agreement and any Order Form). The foregoing sentence is not intended to limit Customer's internal use of the Subscription Services (including any Software) to operate a web site and/or to offer Customer's own software as a service, provided such web site or service (i) does not include a distribution of the Software or otherwise access to Subscription Services, in whole or in part and (ii) provides as the primary component of the web site or service a material value added application other than the Subscription Services. Distributing the Software or otherwise providing access to any portion of the Subscription Services to a third party or using any of the Subscription Services for the benefit of a third party (for example, using Subscription Services to provide hosting services, managed services, Internet service provider (ISP) services, or third party access to or use of the Subscription Services) is a material breach of the Agreement even though open source licenses applicable to certain software packages may give Customer the right to distribute those packages (and this Appendix is not intended to interfere with Customer's rights under those individual licenses).

4.2 Use by Contractors

The Subscription Services may be used under the terms of this Appendix by third parties acting on Customer's or its Affiliates' behalf, such as contractors, subcontractors or outsourcing vendors, provided that (i) Customer remains responsible for all of Customer's obligations under the Agreement and for the activities and omissions of the third parties, (ii) Customer controls the access to the Software, if and when the Software is deployed within a third party data center (which control of access does not require physical control and instead may be accomplished through the use of appropriate contractual provisions with the data center operator) and (iii) if applicable, Customer agrees to the terms stipulated in Section 11, below, before Customer migrates its Subscription Services off of Customer's premises or off of Instances within a third party data center that are under Customer's control into a Provider's Cloud (as defined inSection 11).

4.3 Support Levels

Customer agrees not to use Subscription Services with higher Support Service Levels (e.g. Platinum) to provide such higher Support Service Levels to Units with Subscriptions with lower Support Service Levels (e.g. Gold), unless Customer reports and pays for the higher Support Services Levels on such Units.

4.4 Transfer of Subscriptions

Customer may transfer Subscriptions designated as "Portable" in Schedule 1.A. from one Unit to another Unit with the same Subscription characteristics (such as from one on-premise Instance to another on-premise Instance) without the purchase of additional Subscriptions, provided that Customer does not increase the total quantity of Units and uses such Subscriptions for the same Designated Purpose, if applicable. (Please note: transfers of Subscription Services may require Customer to contact Liferay for underlying technical administration of the transfer to ensure continuity of Services.)

4.5 Unauthorized Use of Subscription Services

Any unauthorized use of the Subscription Services is a material breach of the Agreement, such as, without limitation, (i) only purchasing or renewing Subscription Services based on some, but not all, of the total number of Units that Customer deploys, installs, uses or executes, (ii) providing access to Software or Software Maintenance to third parties, (iii) using Subscription Benefits to provide support to third parties, (iv) using Subscription Services in connection with any redistribution of Software, (v) using Subscription Services to support or maintain any non-Liferay Software, (vi) using Subscription Services or Software for the purpose of building a competitive product or service to the Liferay Software or Services or copying the Software's features or user interface, (vii) using the Subscription Services or Software to develop or enhance any (a) software that is not Software including but not limited to any open source version of Software (such as "Liferay Portal") or (b) derivative works of any software that is not Software; or (viii) developing Forked Software. If Customer uses any Subscription Services or Software for non-Liferay Software, Customer agrees that as a remedy in case of such breach, Customer will pay Liferay the Subscription Services Fees for each Unit for which Customer utilizes the Subscription Services or Software in connection with such software that is not Software as genuine pre-estimate of Liferay's losses and costs associated with such breach.

4.6 Web Based Services

As a precondition to the use of Web Based Services, Customer agrees to comply with the Liferay Acceptable Use Policy and the Terms of Service, available at www.liferay.com/legal as of the Order Form Effective Date of the Order Form governing Customer's use of the Web Based Services (the "**Acceptable Use Policy**" and the "**Terms of Service**", respectively).

5. Subscription Term

Unless otherwise agreed by the parties in writing, Subscription Services (i) will begin on the date Liferay accepts Customer's order for the applicable Subscriptions (please note that the foregoing does not limit Customer's obligation to pay for Subscription Services that Customer previously used but for which Customer has not paid), (ii) cannot be terminated for convenience by either party and (iii) may be renewed by the parties upon mutual agreement. Unless otherwise agreed in the applicable Order Form and provided that Liferay has provided an email notification of an upcoming renewal to the email address associated with Customer's applicable customer account at least sixty (60) days prior to the renewal date of the Subscriptions, the term of the Subscription Services will automatically 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 prior to the expiration of a (initial or renewal) term. The initial term and any renewal term collectively referred to as the "**Subscription Term**".

6. EULAs

6.1 Access to Software

Certain Subscriptions provide Customer with access to download and use of specific builds of Liferay Software as identified in Schedule 1.A. Customer's use of such Software are subject to the applicable EULA as identified in Schedule 1.A, respectively. Each such EULA is an agreement separate from the Agreement.

6.2 Open Source Licensed Copies

To the extent Customer has been using a copy of Liferay Software originally obtained under the terms of an open source license ("OSS Copy"), and wishes to continue using such OSS Copy (where such continued use is feasible under a Subscription), the following applies: (i) the components of the OSS Copy licensed by Liferay under an open source license shall, as of the Subscription Term start date be deemed to be licensed under the applicable EULA for the corresponding Liferay Software; and, (ii) notwithstanding anything to the contrary set forth in Section 1, the term "Software" as used in this Appendix shall, for purposes of the applicable Liferay Software, include such OSS Copy.

7. Support

7.1 Severity Levels

The Severity level for a particular Incident is determined through a mutual discussion between Customer and Liferay, based on the business impact of the issue.

Severity 1 ("High") Incidents: A Severity 1 Incident means (i) the production system is severely impacted or completely shut down, or (ii) system operations or mission-critical applications are inoperable, or (iii) mission-critical applications that have experienced repeated material system interruptions that are effectively making the applications inoperable.

Severity 2 ("Normal") Incidents: A Severity 2 Incident means (i) the system is functioning with limited capabilities, or (ii) is unstable with periodic interruptions, or (iii) mission critical applications, while not inoperable, have experienced material system interruptions.

Severity 3 ("Low") Incidents: A Severity 3 Incident means the system is fully functional, but there are observed errors that do not impact the usability of the system.

Liferay will work on Incidents designated as Severity 1 twenty-four (24) hours a day, seven (7) days a week, ("**24x7**"), provided that if resolution of a Customer's issue requires input from members of Customer's support team and they are not available to work during those hours, Liferay reserves the right to lower the severity level to match the actual business impact, if applicable, until Customer's support team is available to support the incident on a 24x7 basis.

7.2 Designated Contacts

Liferay will provide Support to Customer only through communication with the Designated Contacts. Customer may designate up to the number of Designated Contacts described in the table below based on the number of Subscriptions for Production Purposes Customer has purchased. Customer may add Designated Contacts by purchasing additional "Designated Contact Add-on" Subscriptions (as listed in Section 6). Customer shall use commercially reasonable efforts to maintain consistent Designated Contacts during the relevant Subscription Term, provided that Customer may change its Designated Contacts from time to time as

a result of changes in employment responsibilities, transfers, leaves of absence, resignation or termination of employment of such individual. Customer may not use a single Designated Contact to act as a mere forwarding service for other of Customer's personnel.

Table 7.2

Number of Subscriptions for Production Purposes	Designated Contacts for Gold Support Level	Designated Contacts for Platinum Support Level
1 to 4	2	3
5 to 8	4	6
9 to 12	6	9
13 to 16	8	12
17 to 20	10	15
21 and over	12	18

7.3 Acknowledge Receipt Times

Customer may report Incidents to Liferay in accordance with the contact information listed within Liferay's Customer Portal, currently at https://www.liferay.com/group/customer/support/contact/world-wide-support. After Customer has contacted Liferay about an Incident, Liferay will provide an acknowledgement of receipt within the applicable Acknowledge Receipt Time. Bug fixes will be delivered to Customer's Designated Contacts. As used in this Section, a receipt acknowledgment means a qualified Liferay engineer has been assigned to the Incident and has begun to work to resolve the Incident.

Table 7.3(A) – Platinum Level

Severity Level	Acknowledge Receipt Time
1	1 clock hour
2	2 Business Hours
3	1 Business Day

Table 7.3(B) – Gold Level

Severity Level	Acknowledge Receipt Time
1	4 Business Hours
2	1 Business Day
3	2 Business Days

7.4 Support Exclusions

Liferay is not obligated to provide Support in the following situations:

i.   Software has been modified, changed, damaged by Customer in any way, except as provided in the applicable Documentation or otherwise as directed by or under agreement with Liferay, with or without malicious intent;

ii.   the Incident is caused by Customer's negligence, malicious intent, hardware malfunction, or other causes beyond the reasonable control of Liferay;

iii.   the Incident is caused by Third-Party Software, unless the Third-Party Software causes the Software to not substantially conform to the Documentation;

iv.   Customer has been previously provided a fix for an Incident reported to Liferay and where Customer has not installed such fix within forty-five (45) days after its being given to Customer;

v.   the deployment environment is not approved or supported by Liferay, as identified at www.liferay.com/services/support/compatibility-matrix; and/or

vi.   Liferay has discontinued Services for the version of the Software in accordance with the EOSL Policy.

Notwithstanding the above, Liferay may nevertheless, but is not obligated to, provide Support to Customer in the above cases (i)-(vi).

7.5   Conditions for Providing Support

Prior to logging an Incident with Liferay, Customer will use commercially reasonable efforts to diagnose the nature of the Incident to ensure that it is resident in the Software and not a third-party application or component. During the collaborative initial phase of reporting an Incident, Customer will reciprocate a reasonable level of time and resources in accordance with the severity of Incident. Customer acknowledges that Liferay's ability to perform certain aspects of Support may be conditioned upon access to and completeness of certain of Customer's information as reasonably requested by Liferay. Such information may include, but is not limited to, the type of hardware Customer is using, a description of the Incident for which Customer seeks Support, and any other additional software Customer is using.

8.   Legal Assurance Program

This Section 8 describes the Legal Assurance Program ("Program"), which is a set of intellectual property assurances that Liferay offers to Customer as a Subscription Benefit for Assured Software(Subscriptions including Legal Assurance are referred to as "**Eligible Subscriptions**"). The effective date of this Program ("**Program Effective Date**") is the start date of an Eligible Subscription as set forth in an Order Form.

8.1   Assured Software

This Program covers the Software including any Updates to the extent the relevant Units are covered by an active Eligible Subscription at the time of the Claim (as defined in Section 8.2) or threatened Claim (such Software referred to as "**Assured Software**").

8.2   Intellectual Property Assurances

8.2.1.   Obligations

If an unaffiliated third party initiates a legal action against Customer (such action, a "Legal Action") and the Legal Action includes an allegation that Customer's use of Assured Software directly infringes the third party's copyrights, patents or trademarks, or misappropriates the third party's trade secret rights (such allegation within a Legal Action, a "Claim") and Customer has complied with and remains in compliance with the terms of this Program, then, subject to the other terms in this Program, Liferay will (i) defend Customer against the Claim and (ii) pay costs, damages and legal fees that are included in a final judgment against Customer (without right of appeal) or in a settlement approved by Liferay, that are attributable to Customer's use of the Assured Software with respect to such alleged or actual infringement.

8.2.2.   Remedies

If an injunction against Customer's use of the Assured Software is obtained pursuant to a Claim, Customer's use of Assured Software is found by a court to infringe a third party's copyrights, patents or trademarks, or misappropriates the third party's trade secret rights or if Liferay believes that such a finding, injunction or a Claim is likely, then Liferay will, at its expense and option: (i) obtain the rights necessary for Customer to continue to use the Assured Software consistent with the Agreement; and/or (ii) modify the Assured Software so that it is non-infringing; and/or (iii) replace the infringing portion of the Assured Software with non-infringing code of similar functionality (subsections (i), (ii) and (iii) are the "IP Remedies"); provided that if none of the IP Remedies are available on a basis that Liferay finds commercially reasonable, then Liferay may terminate the Agreement and/or the applicable Order Form without further obligations to Customer under this Section 8.2.2 or any other liability for such termination, and, if Customer then returns the Assured Software that is the subject of the Claim, Liferay will refund any prepaid Fees for the Eligible Subscription(s) related to Assured Software based on the time remaining under the applicable Eligible Subscription as of the effective date of such termination. If Customer chooses not to return the Software, Customer shall bear the sole risk of any costs, damages and/or attorney's fees arising from Customer's continued use of the Assured Software following Customer's receipt of Liferay's termination notice, and shall indemnify and hold Liferay harmless from such costs, damages and/or attorney's fees.

8.2.3.   Conditions

As conditions precedent to Liferay's obligations to Customer under this Section 8.2, Customer must comply with the following conditions: Customer must (i) be current in the payment of all applicable Fees prior to a Claim or threatened Claim; and remain current in such payments throughout the term of the Program, (ii) notify Liferay promptly, but in no event later than ten (10) days of receipt of any Claim; (iii) provide Liferay with the right to control and conduct the defense of the Legal Action (to the extent the Legal Action is related to the Claim) with counsel of its choice and to settle such Claim at Liferay's sole discretion; (iv) not assert or have asserted or have encouraged or assist any third party to assert, against Liferay or any of its Affiliates, customers or Business Partners, any claim that Liferay or a Liferay product infringes copyrights, patents or trademarks, or misappropriates trade secret rights and (v) cooperate with Liferay in the defense of the Claim.

8.2.4.   Exclusions

Notwithstanding the foregoing, Liferay will have no obligations under Section 8.2 with regard to any Claim to the extent that it is based upon either (i) a modification of Assured Software not made by, or at the written direction of, Liferay; (ii) Liferay's compliance with any designs, specifications or instructions provided by Customer; (iii) use of the Assured Software in combination with a product, process, step, structure, data or business methods not provided by Liferay, if the infringement or misappropriation would not have occurred without the combined use; (iv) facts or circumstances constituting a breach of the Agreement; (v) use of the Assured Software without an IP Remedy for such Claim after Liferay has informed Customer of the availability of the IP Remedy for the Claim ; (vi) any use of the Assured Software by Customer other than for Customer's internal use (Customer's own internal use does not include, for example, providing third party use or access to ABIs, APIs or binaries of the Assured Software, or similar uses or making, offering to sell, selling, distributing and/or importing products that include Assured Software); (vii) use by Customer after notice by Liferay to discontinue use of all or a portion of the Assured Software to avoid infringement or misappropriation; (viii) a claim or lawsuit by Customer against a third party (or results from or arises out of such claim or lawsuit); or (ix) allegations associated with software, technology, products or other subject matter other than Assured Software (including, but not limited to allegations associated with the Legal Action other than the Claim, including any allegations that remain after the Claim is resolved), and Customer assumes full responsibility for fees, costs and damages associated with defending, settling and/or paying any resulting judgment or settlement in connection with software, technology or products that are not Assured Software.

8.3   Term

The term of this Program will begin on the Program Effective Date and will terminate upon the expiration or termination of Customer's last active Eligible Subscription, provided that if Liferay updates or amends the Program, (i) this Program will apply only until the end of the then current Subscription Term for any active Eligible Subscriptions and (ii) Customer will have the opportunity, in Customer's sole discretion, to participate in the updated or amended Program for any

additional Eligible Subscriptions or renewal terms of existing Eligible Subscriptions. If this Program expires or is terminated for any reason, Sections 8.1 and 8.3 through8.5 will survive termination.

8.4   Liability

8.4.1.   Liferay will not be obligated to pay any amounts in connection with a Claim related to any period of time during which Customer does not have active and fully-paid Eligible Subscriptions related to the Assured Software. Liferay will have no obligation to Customer under this Program if, as of the Program Effective Date, Customer had received notice of allegations of infringement or are had engaged in litigation concerning the subject matter of what would otherwise be a Claim under this Program or with respect to a product substantially similar to the Assured Software. If the Legal Action includes a claim that both Assured Software and non-Assured Software infringe, then Customer will be responsible for a proportional share of common fees and costs in defending such claim based on the relative proportion of Assured Software and non-Assured Software.

8.4.2.   IT IS LIFERAY'S INTENT TO PROVIDE CUSTOMER A SET OF PROTECTIONS UNDER THIS PROGRAM RELATED TO CLAIMS (AS DEFINED IN SECTION 8.2 ABOVE). IT IS NOT LIFERAY'S INTENT TO EXPAND LIFERAY'S TOTAL LIABILITY TO CUSTOMER IN EXCESS OF THE LIABILITY LIMITATIONS, EXCLUSIONS AND EXCEPTIONS SET FORTH UNDER THE BASE AGREEMENT.

8.4.3.   No express or implied warranties by Liferay or its Affiliates are created as a result of this Program. To the maximum extent permitted by law   this Program sets forth Customer's exclusive remedies and Liferay's sole obligations for claims arising from or related to copyrights, patents, trademarks, trade secrets or any other intellectual property rights and supersedes any other Liferay obligation related to the subject matter of this Program (including, but not limited to, indemnification, breach of warranty, and/or breach of contract under the Agreement or otherwise and any implied warranty of non-infringement, which is hereby disclaimed). For the avoidance of doubt, the terms of Section 8.2 above shall apply in the place of, and Customer expressly waives any rights, and releases Liferay from any obligations, under the terms of any other warranties or terms relating to intellectual property rights or remedies, including without limitation Legal Assurance terms or conditions that may be included in the Agreement. If there are any other applicable indemnity coverage or remedies available to Customer related to intellectual property infringement, Customer agrees that the total of all benefits payable under all such provisions will not exceed the total damages, costs, and expenses incurred by Customer, and that Liferay will pay only its proportional share of such total damages, costs, and expenses, subject to the limitations of liability set forth in the Agreement (including this Program).

8.4.4.   Allocation of Risk
THIS SECTION 8.4 AND THE OTHER TERMS AND CONDITIONS OF THIS PROGRAM ALLOCATE THE RISKS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER OF THIS PROGRAM. THIS ALLOCATION IS AN INTRINSIC PART AND THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. WITHOUT SUCH ALLOCATION LIFERAY WOULD NOT HAVE ENTERED INTO THIS PROGRAM AND THE AGREEMENT. LIFERAY'S PRICES FOR SUBSCRIPTION SERVICES REFLECT THIS ALLOCATION OF RISKS AND THE DISCLAIMER OF WARRANTIES, EXCLUSIONS AND LIMITATION OF LIABILITY SPECIFIED HEREIN. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS CONTAINED IN THIS PROGRAM APPLY, EVEN IF ANY REMEDY (INCLUDING ANY LIMITED OR EXCLUSIVE REMEDY) PROVIDED FOR IN THIS PROGRAM FAILS IN ITS ESSENTIAL PURPOSE.

8.5   Miscellaneous
  i.   This Program is binding on the parties to the Order Form, and nothing in this Program confers upon any other person or entity any right, benefit or remedy of any nature whatsoever.
  ii.   By express agreement of the parties and as an intrinsic part of the bargain between the parties if any provision of this Program is held invalid or unenforceable for any reason, this Program will be deemed invalid in its entirety.

9.   End of Service Life (EOSL) Policy
During the Services life cycle of a specific version of Software, the scope of Maintenance and Support evolves and, after a number of years, phases out for older versions of Software. The details of the Services life cycle are set forth in the EOSL Policy. For certain Software, Liferay offers Extended Premium Support as described in Schedule 1.A to extend the Premium Support Phase for a specific version of Software.

10.   Web Based Delivery
Liferay will make available the Software (including any Updates) to Customer for electronic download from Liferay's website. Software (including any Updates) shall be considered delivered by Liferay to Customer when made available for download.

11.   Deploying Liferay Software in a Provider's Cloud
Customer may transfer to and use the Software made available for download as part of the Liferay Subscriptions designated as "Portable" in Schedule 1.A in a third party's ("**Provider**") hosted computing infrastructure of shared resources that provides Virtual CPUs to Customer on-demand ("**Cloud**"). All terms and conditions set forth in the Agreement or in the applicable EULA concerning the Subscription Services and the relevant Software apply to the use of such Services and Software in the Provider's Cloud, except that certain software components or functionality of the Software contained in the Subscriptions may not be available or supported when used in the Provider's Cloud. Customer agrees that the total number of Units of the Liferay Subscriptions that Customer is entitled to deploy, install, use, or execute in accordance with the Order Form or purchase order is not increased due to this permission to transfer and use the Liferay Software in the Provider's Cloud.

Liferay is not a party to Customer's agreement with the Provider and is not responsible for providing access to or support for a Provider's Cloud or any other obligations of Provider under such separate agreement. Fees for Subscription Services do not include any Provider Cloud services.

Name	Unit	Licensed Software	Customer Portal Access	Maintenance	Support	Legal Assurance	Portable
Enterprise Subscriptions							
Liferay DXP Subscriptions	Instance	Liferay DXP; Free Liferay Subscription Apps; and Workstation/Client-side software	Yes	Yes	Yes	Yes	Yes
Liferay Commerce Subscriptions	Instance	Liferay Commerce	Yes	Yes	Yes	Yes	Yes
Liferay Analytics Cloud Subscriptions	Plan	N/A	Yes	*	Yes	N/A	N/A
Liferay Enterprise Search Subscriptions	Instance	Liferay Enterprise Search	Yes	Yes	Yes	No	Yes
Liferay Paid Apps** Add-On Subscription***	Instance	Liferay Paid App, as applicable	Yes	Yes	Yes	Yes	Yes
Commerce Software Add-On Subscription***	Instance	Applicable add-on software	N/A	Yes	Yes	Yes	Yes

Name	Unit	Description
Supplemental Subscriptions†		
Additional Named Individuals	Named Individuals	Adds additional Named Individuals to a Liferay Analytics Cloud Subscription Plan.
Additional Page Views	Page Views	Adds additional Page Views to a Liferay Analytics Cloud Subscription Plan.
Additional Designated Contact	Designated Contact	Adds additional Designated Contact to Customer's account.
Extended Premium Support (EPS)	Customer Application	Applies the benefits associated with the Premium Support Phase for Maintenance and Support during the Limited Support Phase and beyond, as defined in the EOSL Policy, for the applicable Subscription offering and for the Subscription Term specified in an Order Form. EPS, if purchased, must be purchased for all Subscription Units applicable to a Customer Application.

* Liferay intends to periodically update, upgrade, backup, improve and/or discontinue certain functionality associated with LAC and Customer's user experience. As a result, LAC may be substantially modified. Liferay reserves the right at any time to change and/or discontinue any or all of LAC (including the underlying platforms and application programming interfaces ("APIs") and/or application binary interfaces ("ABIs") which may inhibit Customer's ability to use existing applications. Liferay will use reasonable efforts to provide advance notice of material changes to LAC on the applicable LAC Services website.
** Liferay Paid Apps are available through the Liferay Marketplace (https://web.liferay.com/marketplace).
*** The applicable Support Services Level for Add-On Subscriptions is the same as the underlying Subscription.
† Subscriptions designated as "Supplemental" require the purchase of an applicable underlying Subscription.

Where Sizing is applicable to a Subscription and specified in an Order Form, the number of Cores or vCPUs accessible by each Instance is as described in the following table:

Sizing	Number of Cores or vCPUs that will be accessible by each Instance
1	Up to eight (8)
2	Up to twelve (12)
3	Up to sixteen (16)
4	Seventeen (17) or more

Where applicable, the Pricing for each Plan is defined by the maximum number of Named Individuals and maximum number of Page Views as set forth in the Table below:

Plan	Max. Number of Named Individuals	Max. Number of Page Views
Business	10,000	5,000,000
Enterprise	100,000	60,000,000

Customer may incrementally expand the allotment of a Plan by purchasing applicable Supplemental Subscriptions.

Each item of Liferay Software listed is subject to and governed by the EULA corresponding specified, below:

Liferay Software	EULA
Liferay DXP	www.liferay.com/legal/doc/eula/dxp/1001605_INTL
Liferay Commerce	www.liferay.com/legal/doc/eula/dxp/1001605_INTL
Workstation/Client-side software	www.liferay.com/legal/doc/eula/clients/1001605_INTL
Liferay Enterprise Search	www.liferay.com/legal/enterprise-search-eula
Liferay Paid App	www.liferay.com/legal/doc/eula/pa/1201601_INTL