



## APPENDIX 3: TRAINING SERVICES

This Appendix 3, which includes the documents referred to in this Appendix 3 (together, the “**Appendix**”), describes the fee bearing training courses (“**Courses**”) and the associated Training Services (as defined in Section 1 below), which Liferay offers as part of these Courses. Any capitalized terms in this Appendix, which are not defined in this Appendix, have the meaning defined in the agreement to which this Appendix applies, such as the Liferay Enterprise Services Agreement (the “**Agreement**”).

The Unit for Courses is a “**Seat**” which means the entitlement for one individual person to be designated by Customer to participate in a Course and receive the associated Training Services. For purposes of single “Self-Guided Courses” as further defined below the term “Seat” means the entitlement for one individual person to be designated by Customer to access a single Self-Guided Course. For purposes of the offering called “Liferay University Passport” the Unit is a “Pass” which means the entitlement for one individual person to be designated by Customer to access all available Self-Guided Courses. Whether Customer purchases Seats or Passes from Liferay directly or through one of its authorized Business Partners, Liferay agrees to provide the Courses and the Training Services to Customer on the terms described in this Appendix and the Agreement. In exchange, Customer agrees to comply with the terms of the Agreement, including this Appendix.

### 1. Courses

Courses are available as publicly available courses (“**Public Courses**”), Courses that are exclusively held for Customer and not available for public enrollment (“**Private Courses**”) and web-based self-guided Courses (“**Self-Guided Courses**”). The course descriptions for various Public Courses and Self-Guided Courses are set forth at Liferay’s website and the scope of any Private Courses will be as agreed between Customer and Liferay.

Courses entitle Customer to receive access to certain Course Materials (as defined below) and/or other Services as described in this Appendix (collectively “**Training Services**”).

### 2. License and Ownership

#### 2.1. Rights in Course Materials

“**Course Materials**” means the training products, materials, methodologies, software and processes, in verbal, recorded, written, electronic or other form, provided by Liferay in connection with a Course or developed during the performance of the Training Services associated with a Course and all intellectual property rights related thereto. As between Liferay and Customer, the Course Materials are the sole property of Liferay or a Liferay Affiliate and are copyrighted by Liferay unless otherwise expressly indicated. Course Materials are provided solely for use by the Customer’s designated participants in the Course and no other individual. Course Materials may not be copied or transferred to any other individual or third party without the prior written consent of Liferay. Course Materials are Liferay’s Confidential Information. For the avoidance of doubt and without limiting the generality of the foregoing, no part of the Course Materials may be modified, amended, photocopied or duplicated by any means, whether photographic, or electronic, or mechanical, or sold or distributed in any other delivery format whether in print or electronic, or used as the basis for any other training product or service, without written permission from Liferay. The foregoing restrictions are not intended (i) to limit Customer’s rights to software code provided under the terms of an open source license or (ii) to limit Customer’s rights under, or grant Customer rights that supersede, the license terms of any Software as set forth in Section 3 below.

#### 2.2. Software

As part of certain Courses Liferay may provide Customer access to (and, in order to successfully participate Customer will need to use) certain software as listed in the table below (“**Software**”). This Software is subject to certain terms and conditions as stated in the End User License Agreements set forth in the table below. Upon acceptance of the Order Form to which this Appendix 3 applies, Customer hereby confirms that it also accepts and agrees to these EULA terms with respect to Customer’s use of the Software.

Table 3

Software	EULA
Liferay Developer Studio	<a href="http://www.liferay.com/end-user-license-agreement-for-liferay-developer-studio">http://www.liferay.com/end-user-license-agreement-for-liferay-developer-studio</a>
Liferay Sync	<a href="https://www.liferay.com/legal/doc/eula-liferay-sync">https://www.liferay.com/legal/doc/eula-liferay-sync</a>
Any other Liferay Software provided by Liferay as part of the Training Services	<a href="http://www.liferay.com/evaluation-license-agreement-for-liferay-software">http://www.liferay.com/evaluation-license-agreement-for-liferay-software</a>

**2.3. Feedback.** Customer may choose to submit feedback, including comments, information, enhancement requests, recommendations, corrections, and ideas regarding Liferay’s Services (collectively “**Feedback**”). If Customer does not want Liferay to use Feedback, Customer should not submit the Feedback. If Customer does submit Feedback, Customer grants Liferay a perpetual and irrevocable license to use all Feedback for any purpose, including but not limited to incorporating such Feedback as Liferay’s own into its product and services without any obligation to account to Customer in any way which shall include without limitation no attribution or compensation obligations and Liferay shall be the owner of any products and services it creates as a result of Customer’s Feedback.

### 3. Self-Guided Courses

**3.1. General.** Customer may purchase a Seat to access single Self-Guided Courses or a Pass to access all available Self-Guided Courses. Self-Guided Courses are provided through Liferay’s learning portal. Such Seat and/or Pass may only be used for one designated individual participant and may not be transferred to any other individual. Each participant will be required to create and maintain an account to access and use the Self-Guided Course(s).

**3.2. Restrictions, Immediate Suspension and Termination.** Customer will not and will assure that any individual persons designated by the Customer to access Self-Guided Courses do not, directly or indirectly (i) share or make the Self-Guided Courses and/or any further Course Materials provided as part of the Self-Guided Courses available to any other person; (ii) sell, resell, assign, pledge, transfer, license, sublicense, distribute, rent or lease Self-Guided Courses. Any violation of Sections 3.2 or 2.1 above shall be deemed a material breach of the Agreement entitling Liferay to (at its sole discretion) either immediately suspend or terminate Customer’s access to Self-Guided Courses without any liability to the Customer. Immediate suspension or termination will not relieve the Customer from its payment obligations.

- 3.3. Usage Statistics.** Liferay may collect and use for any purpose aggregate anonymous data about Customer's use of the Self-Guided Courses. Liferay may furthermore use solutions or technologies that monitor Customer's usage statistics while using the Self-Guided Courses. Liferay will only use such usage statistics related to Customer's use of the Self-Guided Courses to improve its Services offering, to assist a Customer in its use of the Training Services and to monitor Customer's compliance with the use restrictions applicable to the Self-Guided Courses as set forth in this Appendix.
- 3.4. Linking.** Customer may encounter links to non-Liferay websites, services, technology, content or other external sources while using Self-Guided Courses, which should not be interpreted as endorsement of Liferay of such third party sites or the company, products, services, technology or content to which they link as they are not under Liferay's control, Liferay has not reviewed or is otherwise responsible for them and Liferay is not responsible for the content of any linked site or any link contained in a linked site. If Customer decides to access any third party site, or use any third-party product, technology or service linked through Self-Guided Courses, Customer does so at its own risk and you agrees that Liferay is not responsible or liable for any loss or expenses that may result due to the use of (or reliance on) the external site or content.
- 3.5. Availability.** Liferay will use commercially reasonable efforts to make Self-Guided Course available twenty-four (24) hours a day, seven (7) days a week, except for (i) planned downtimes or (ii) any unavailability of the Training Services caused by circumstances beyond Liferay's reasonable control, including, without limitation any Force Majeure Event, delays and downtimes of Liferay's or Customer's hosting or internet-service-providers.
- 4. Customer Responsibilities**
- 4.1. General.** Customer is responsible for (i) enrollment of Customer's personnel in the appropriate Course(s) (ii) determining whether Customer's personal are appropriate and capable enough for enrollment in the Course(s), and (iii) attendance by Customer's personnel at the scheduled Course(s).
- 4.2. Equipment and Facilities.** For Private Courses delivered at a site designated by Customer, Customer will supply the facility and equipment meeting the requirements set forth at <http://www.liferay.com/legal/doc/app3/sitereqs>, unless otherwise agreed in an Order Form. If Liferay agrees to provide the facilities and equipment for a Course, Customer acknowledges and agrees that it shall be liable for any loss or destruction of this equipment and hardware used in connection with the Course. Customer shall be responsible for obtaining all third party consents and cooperation necessary for the performance of the Training Services. Access to Self-Guided Courses may be subject to certain hardware and software requirements.
- 4.3. Payment and Expenses.** Unless otherwise explicitly agreed in an Order Form, (i) the Fees for Courses must be received no later than thirty (30) days from the date of receipt of a correct invoice, (ii) out-of pocket expenses, such as travel, lodging, food, transportation, tools and other expenses incurred in the delivery of the Private Courses ("**Expenses**") are not included in the Fees and Liferay will invoice Customer for the Expenses upon completion of the Courses or in accordance with the Cancellation Policy set forth in Section 5 and up to the agreed maximum amount, if applicable and (iii) if Liferay and Customer have agreed on a fixed daily or total amount for Expenses, then Liferay will invoice Customer for Expenses for the relevant days during the applicable month regardless of the actual Expenses incurred. For meals and incidentals Liferay and Customer may agree on a fixed per diem amount.
- 5. Scheduling and Cancellation.** Upon execution of the Order Form to which this Appendix applies and, if required by Customer, receipt of a Purchase Order from Customer, a Liferay training administrator will work with Customer to meet Customer's scheduling requests for Private Courses. Customer hereby confirms that it acknowledges and agrees to the cancellation policies and the procedures for rescheduling of Courses available at [www.liferay.com/legal/doc/app3/cancellation\\_1201601](http://www.liferay.com/legal/doc/app3/cancellation_1201601). Customer must use all ordered Seats for Public and/or Private Courses within one (1) year of the date of purchase; any unused Seats will be forfeited. Access to Self-Guided Courses is provided for the duration of twelve (12) months from the date of activation of a Seat or a Pass, as applicable. If not activated within twelve (12) months from purchase, Seats and/or Passes will expire.