



EULA: LIFERAY DEVELOPER TOOLS AND CERTAIN OTHER WORKSTATION AND CLIENT-SIDE SOFTWARE INSTALLATIONS

PLEASE READ THIS EULA CAREFULLY BEFORE ACCESSING, DOWNLOADING, INSTALLING OR IN ANY WAY USING THE SOFTWARE. BY CLICKING YOUR ASSENT OR ACCESSING, DOWNLOADING, INSTALLING OR IN ANY WAY USING THE SOFTWARE, YOU SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF THIS EULA AND ACKNOWLEDGE THAT YOU HAVE READ AND YOU UNDERSTAND THE TERMS. IF YOU ARE AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU MUST NOT ACCESS, DOWNLOAD, INSTALL OR IN ANY WAY USE THE SOFTWARE.

This End User License Agreement (“**EULA**”) governs the use of certain developer tools and certain other workstation and client-side software installations listed at <https://liferay.com/legal/client-side> including any related updates, upgrades, versions, appearance, source code, structure, organization, Documentation (as defined below) and application program interface(s) (collectively the “**Software**”), regardless of the delivery mechanism. For the purposes of this EULA Software shall not include Liferay Digital Enterprise software or other server-side software, which the Software may be delivered together with or as a part of, but which is subject to its own end user license agreement.

Part A, below, sets forth general terms and conditions that generally apply to the Software, while Part B sets forth country specific terms that either amend or supplement the general terms and conditions set forth in Part A depending on country in which the You are located.

1. Definitions

“**Affiliates**” means in the case of a company, an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a party, where ‘control’ is the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting shares, by contract or otherwise.

“**Business Partner**” means an organization authorized by Liferay, directly or indirectly, to promote, market, sell, resell, distribute and support the Software.

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

“**Liferay**” means Liferay Cloud, Inc. with a principal place of business at 1400 Montefino Avenue, Diamond Bar, CA 91765.

“**Third Party Software**” means 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 licensed under terms and conditions outside the scope of this EULA as further specified in Section 2 below.

“**You**” means, as applicable, the individual or the entity on whose behalf the individual is acting and “**Your**” shall be construed accordingly.

2. License Grant

Subject to the restrictions set forth in this Section 2 and Section 3 below and subject to Your compliance with the other terms and conditions of this EULA, Liferay grants to You a perpetual, non-transferable, non-exclusive, worldwide, non-sublicensable license, to use the Software and solely for use in connection with Liferay Digital Experience Platform and its software components and applications. You acquire only the right to use the Software and do not acquire any rights of ownership in the Software. Liferay reserves all rights to the Software not expressly granted to You. The Software is provided with certain Third Party Software. Each Third Party Software item is licensed to You under 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) and Your use of any Third Party Software shall be subject to such terms and conditions. Any source code, in accordance with the applicable license terms of Third Party Software, will be made available by Liferay upon request and in accordance with terms and conditions of such Third Party Software. The license granted to You

under this EULA pertains solely to Your use of the Software and nothing in this EULA is intended to limit Your rights under, or grant You rights that supersede, the license terms of any Third Party Software. You may use third party contractors to assist with the installation and use of the Software on Your behalf and only for Your own internal business use, provided that You will remain responsible for all of Your obligations under the this EULA and for the activities and omissions of the third parties.

3. Restrictions, Intellectual Property Rights.

3.1 The license granted to You under this EULA does not authorize You (nor may You allow any third party, specifically non-employees of Yours) to: (i) copy, reproduce, use, sublicense, rent, lease or otherwise distribute or allow third party access to the Software except as expressly authorized hereunder; (ii) decompile, disassemble, reverse engineer, translate, modify, loan, convert or apply any procedure or process to the Software in order to ascertain, derive, and/or appropriate for any reason or purpose, including the Software source code or source listings or any trade secret information or process contained in the Software (except as permitted under applicable law); (iii) execute or incorporate other software (except for approved software as more particularly identified in the Documentation or specifically approved by Liferay in writing) into Software, or create a derivative work of any part of the Software, (iv) remove any product identification, trademarks, trade names or titles, copyrights, legends or any other proprietary marking on the Software; (v) disclose the results of any benchmarking of the Software (whether or not obtained with Liferay’s assistance) to any third party; (vi) use any of Liferay’s intellectual property rights protected by applicable laws and contained in or accessible through the Software for the purpose of building a competitive product or service or copying its features or user interface, (vii) use the Software to develop, enhance or create derivative works of any community version of the Software (including but not limited to any Liferay labeled community edition of the Software).

3.2 You acknowledge and agree that title to the Software and each component, copy and modification, including but not limited to all derivative works, improvements or upgrades (“**Derivative Works**”) whether made by Liferay, You or on Liferay’s or on Your behalf, including those made at Your suggestion and all associated intellectual property rights, are and shall remain the sole and exclusive property of Liferay, its Affiliates and/or its licensors. You agree to assign, and hereby irrevocably and unconditionally assign to Liferay, in perpetuity and without further consideration, all right, title and interest in and to all Derivative Works created by or on behalf of You, and all intellectual

property rights therein or relative thereto. To the extent such intellectual property rights cannot (as a matter of law) be assigned by You to Liferay, You unconditionally and irrevocably grant to Liferay a perpetual, non-terminable, exclusive (without reservation), royalty-free, fully-paid, right and license, with the right to sublicense through multiple tiers of sublicensees, under any and all such rights: (i) to reproduce, create derivative works of, distribute, publicly perform, publicly display, digitally transmit and otherwise use the Derivative Works in any medium or format, whether now known or hereafter discovered; (ii) to use, make, have made, sell, offer to sell, import, and otherwise exploit any product or service based on, embodying, incorporating or derived from the Derivative Work(s) and (iii) to exercise any and all other present or future rights in the same. You also confirm that any relevant moral rights in the Derivative Works have been waived, or if such rights are unwaivable, You agree to not enforce such rights, and for the avoidance of doubt this waiver and agreement shall extend to Liferay's licensees and successor in title. At Liferay's request and expense, You shall execute and deliver such instruments and take such other action as may be reasonably requested by Liferay to perfect or protect Liferay's rights in the Software and Derivative Works.

4. Disclaimer of Warranty

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED AND LICENSED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF QUALITY, MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AND SUCH IMPLIED WARRANTIES, ANY OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS AND TERMS, EXPRESS OR IMPLIED (AND WHETHER IMPLIED BY STATUTE, COMMON LAW, COURSE OF DEALING, TRADE USAGE OR OTHERWISE) ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. LIFERAY DOES NOT WARRANT THAT (I) THE SOFTWARE WILL MEET YOUR REQUIREMENTS, (II) THE USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, (III) THE SOFTWARE WILL COMPLY WITH REGULATORY REQUIREMENTS APPLICABLE TO YOU OR APPEAR PRECISELY AS DESCRIBED IN THE ACCOMPANYING DOCUMENTATION. YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR THE RESULTS OBTAINED FROM THE USE OF THE SOFTWARE.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER, THE SOFTWARE IS NOT SPECIFICALLY DESIGNED, MANUFACTURED OR INTENDED FOR USE IN (1) FACILITIES OR ENVIRONMENTS REQUIRING FAILSAFE PERFORMANCE, INCLUDING BUT NOT LIMITED TO (A) THE PLANNING, CONSTRUCTION, MAINTENANCE, CONTROL, OR DIRECT OPERATION OF NUCLEAR FACILITIES, (B) AIRCRAFT NAVIGATION, CONTROL OR COMMUNICATION SYSTEMS, WEAPONS SYSTEMS, (C) DIRECT LIFE SUPPORT SYSTEMS OR (2) SIMILAR ULTRA-HAZARDOUS OR STRICT LIABILITY ACTIVITIES AND YOU ARE SOLELY RESPONSIBLE AND EXPRESSLY ASSUME ALL RISK FOR ANY SUCH USE.

5. Exclusion and Limitation of Liability, Risk Allocation

5.1 Exclusion of Liability.

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL LIFERAY OR ANY OF ITS AFFILIATES HAVE ANY LIABILITY TO YOU OR YOUR AFFILIATES, UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), PRODUCT LIABILITY, STATUTE OR OTHERWISE, FOR OR IN CONNECTION WITH:

- (I) ANY ECONOMIC LOSSES, LOSS OF REVENUE, LOSS OF CUSTOMERS OR BUSINESS, LOSS OF OR DAMAGE TO REPUTATION OR GOODWILL, LOSS OF ANTICIPATED PROFITS, LOSS UNDER OR IN RELATION TO ANY OTHER CONTRACT,

LOSS OF DATA OR INTERRUPTION OF SERVICES, LOSS OF ANTICIPATED SAVINGS OR BENEFITS, OR COVER COSTS OR ANALOGOUS COST RELATED TO THE PROCUREMENT OF REPLACEMENT SERVICES OR SOFTWARE;

- (II) ANY LOSSES, COSTS, EXPENSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, REGULATORY NON-COMPLIANCE, DELAYS, PRODUCT LIABILITY, RELIANCE, BREACH OF ANY IMPLIED DUTY; OR
- (III) ANY LOSSES, COSTS, EXPENSES OR DAMAGES OTHER THAN DIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSSES, COSTS OR EXPENSES.

IN EACH CASE (I) THROUGH (III), WHETHER OR NOT FORSEEABLE; EVEN IF LIFERAY, ITS AFFILIATES OR A BUSINESS PARTNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, COSTS OR EXPENSES.

5.2 Limitation of Liability.

FOR ALL EVENTS AND CIRCUMSTANCES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LIFERAY'S AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS EULA, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR OTHERWISE WILL NOT EXCEED FIFTY UNITED STATES DOLLARS (\$50.00).

5.3 Allocation of Risk.

THE PROVISIONS OF SECTION 4 AND THIS SECTION 5 ALLOCATE THE RISKS UNDER THIS EULA BETWEEN LIFERAY AND YOU. THIS ALLOCATION IS AN INTRINSIC PART OF, AND THE BASIS OF, THE BARGAIN BETWEEN YOU AND LIFERAY AND WITHOUT SUCH ALLOCATION, LIFERAY WOULD NOT HAVE ENTERED INTO THIS EULA. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS CONTAINED IN SECTIONS 4 AND 5 APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY (INCLUDING ANY LIMITED OR EXCLUSIVE REMEDY) PROVIDED FOR IN THIS EULA FAILS IN ITS ESSENTIAL PURPOSE.

6. Export Control.

You: (i) acknowledge and agree that the Software and its components are subject to export controls under the U.S. Commerce Department's Export Administration Regulations ("EAR"); (ii) represent and warrant that You are not located in any country listed in Country Group E:1 in Supplement No. 1 to part 740 of the EAR; (iii) shall not export, re-export, divert, or transfer the Software to any prohibited destination or to any party who has been prohibited from participating in US export transactions by any federal agency of the US government; (iv) shall not use or transfer the Software for use in connection with the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, or sounding rockets or unmanned air vehicle systems; and (v) acknowledge and agree that if You export, re-export, or transfer the Software to eligible recipients, then You shall: (a) strictly comply with all applicable export control laws, (b) obtain all necessary licenses and permits, including those required by the EAR; and (c) submit all reports required by the Commerce Department's Bureau of Industry and Security, which include the name and address (including country) of each transferee. Liferay will not have any liability for the failure to obtain a U.S. export license to export the Software. You further acknowledge and agree that countries including the United States may restrict the import, use, or export of encryption products (which may include the Software) and agree that You shall be solely responsible for compliance with any such import, use, or export

restrictions. You shall indemnify Liferay, including its officers, directors and agents from all losses and liabilities (including reasonable attorneys fees and court costs) arising from any breach of Your representations, warranties or obligations under this Section.

7. General.

If any provision of this EULA is held to be unenforceable, such ruling shall not affect the enforceability of the remaining provisions. The affected provision(s) will be deemed amended to the minimum extent necessary to render it valid and enforceable in conformity with applicable law and parties' intent as expressed in this EULA.

Part B: Country Specific Terms and Conditions

A. The following additional terms and conditions apply to You if You are located in Brazil.

- 1) **Governing Law, Consent to Jurisdiction.** The validity, interpretation and enforcement of this Agreement (and any dispute or claim relating to it, or its formation, existence, construction, performance or termination) will be governed by and construed in accordance with Brazilian laws without giving effect to the conflicts of laws provisions. All disputes or claims arising out of or relating to this Agreement or its subject matter will be submitted to the exclusive jurisdiction of the state or federal courts of competent jurisdiction located in Recife/PE, and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue. The Parties agree to obey the agreed jurisdiction, that will be the court-of-choice ("Foro de Eleição") for any actions or procedures resulting from or related to the present Agreement.
- 2) The amounts set forth in Section 5.2 shall be changed to ten thousand Brazilian Real (R \$10,000).

B. The following additional terms and conditions apply to You if You are located in Australia or New Zealand.

- 1) **Governing Law, Consent to Jurisdiction.** The validity, interpretation and enforcement of this Agreement (and any dispute or claim relating to it, or its formation, existence, construction, performance or termination) will be governed by and construed in accordance with the laws of Australia without giving effect to the conflicts of laws provisions thereof or the United Nations Convention on Contracts for the International Sale of Goods. All disputes or claims arising out of or relating to this Agreement or its subject matter will be submitted to the exclusive jurisdiction of the courts of competent jurisdiction located in New South Wales, Australia and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal or state laws or regulations are enacted, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted.
- 2) The following definitions shall be added to Section 1: "**Australian Consumer Law**" means the Australian Consumer Law set out in Schedule 2 to the *Competition and Consumer Act 2010* (Cth) as amended or replaced from time to time.
- 3) Nothing contained in this EULA excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law or any other statute where to do so would contravene that statute or cause any term of this EULA to be void ("Non-Excludable Obligations"). To the extent permitted by law, Liferay's liability in relation to Non-Excludable Obligations is limited to (at Liferay's option): (i) in the case of services, the cost of supplying the services again or payment of the cost of having the services supplied again; and (ii) in the case of goods, the cost of replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.
- 4) The following shall replace Section 5:

5. Exclusion and Limitation of Liability, Risk Allocation

5.1 Exclusion of Liability

EXCEPT IN RELATION TO THE NON-EXCLUDABLE OBLIGATIONS, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL LIFERAY OR ANY OF ITS AFFILIATES HAVE ANY LIABILITY TO YOU OR YOUR AFFILIATES, UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), PRODUCT LIABILITY, STATUTE OR OTHERWISE, FOR OR IN CONNECTION WITH:

(I) ANY ECONOMIC LOSSES, LOSS OF REVENUE, LOSS OF CUSTOMERS OR BUSINESS, LOSS OF OR DAMAGE TO REPUTATION OR GOODWILL, LOSS OF ANTICIPATED PROFITS, LOSS UNDER OR IN RELATION TO ANY OTHER CONTRACT, LOSS OF DATA OR INTERRUPTION OF SERVICES, LOSS OF ANTICIPATED SAVINGS OR BENEFITS, OR COVER COSTS OR ANALOGOUS COST RELATED TO THE PROCUREMENT OF REPLACEMENT SERVICES OR SOFTWARE;

(II) ANY LOSSES, COSTS, EXPENSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, REGULATORY NON-COMPLIANCE, DELAYS, PRODUCT LIABILITY, RELIANCE, BREACH OF ANY IMPLIED DUTY; OR

(III) ANY LOSSES, COSTS, EXPENSES OR DAMAGES OTHER THAN DIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSSES, COSTS OR EXPENSES.

IN EACH CASE (I) THROUGH (III), WHETHER OR NOT FORSEEABLE; EVEN IF LIFERAY, ITS AFFILIATES OR A BUSINESS PARTNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, COSTS OR EXPENSES.

5.2 Limitation of Liability

FOR ALL EVENTS AND CIRCUMSTANCES, EXCEPT IN RELATION TO THE NON-EXCLUDABLE OBLIGATIONS AND OTHERWISE TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LIFERAY'S AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS EULA, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR OTHERWISE WILL NOT EXCEED FIFTY AUSTRALIAN DOLLARS (\$50.00).

5.3 Allocation of Risk

THE PROVISIONS OF SECTION 4 AND THIS SECTION 5 ALLOCATE THE RISKS UNDER THIS EULA BETWEEN LIFERAY AND YOU. THIS ALLOCATION IS AN INTRINSIC PART OF, AND THE BASIS OF, THE BARGAIN BETWEEN YOU AND LIFERAY AND WITHOUT SUCH ALLOCATION LIFERAY WOULD NOT HAVE ENTERED INTO THIS EULA. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS

CONTAINED IN SECTIONS 4 AND 5 APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY (INCLUDING ANY LIMITED OR EXCLUSIVE REMEDY) PROVIDED FOR IN THIS AGREEMENT FAILS IN ITS ESSENTIAL PURPOSE.

C. The following additional terms and conditions apply to You if You are located in Singapore.

- 1) Governing Law, Consent to Jurisdiction.** The validity, interpretation and enforcement of this Agreement (and any dispute or claim relating to it, or its formation, existence, construction, performance or termination) will be governed by and construed in accordance with the laws of Singapore without giving effect to the conflicts of laws provisions thereof or the United Nations Convention on Contracts for the International Sale of Goods. All disputes or claims arising out of or relating to this Agreement or its subject matter will be submitted to the exclusive jurisdiction of Singapore courts and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue.
- 2)** The amounts set forth in Section 5.2 shall be changed to Fifty Singapore Dollars (SG \$50.00).
- 3)** The following shall be added as Section 5.4: NOTWITHSTANDING THE FOREGOING OR ANYTHING ELSE TO THE CONTRARY IN THIS AGREEMENT, NOTHING IN THIS AGREEMENT, INCLUDING THE LIABILITY LIMITS SET FORTH IN THIS SECTION 5, SHALL LIMIT OR EXCLUDE THE LIABILITY OF A PARTY OR ITS AFFILIATE(S) WHERE SUCH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER SINGAPORE LAW, SUCH AS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S NEGLIGENCE.

D. The following additional terms and conditions apply to You if You are located in the United States of America and Canada or any other county not identified in Sections A through C, above.

- 1) Governing Law, Jurisdiction, and Venue.** The validity, interpretation and enforcement of this Agreement (and any dispute or claim relating to it, or its formation, existence, construction, performance or termination) will be governed by and construed in accordance with the laws of the United States and of the State of California without giving effect to the conflicts of laws provisions thereof or the United Nations Convention on Contracts for the International Sale of Goods. All disputes or claims arising out of or relating to this Agreement or its subject matter will be submitted to the exclusive jurisdiction of the state or federal courts of competent jurisdiction located in Los Angeles County, California and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal or state laws or regulations are enacted, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted.