



## STANDALONE TRAINING AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PURCHASING LIFERAY TRAINING SERVICES. BY USING LIFERAY TRAINING SERVICES OR SOFTWARE PROVIDED THROUGH TRAINING SERVICES, CUSTOMER SIGNIFIES ITS ASSENT TO AND ACCEPTANCE OF THIS AGREEMENT AND ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS AGREEMENT. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS 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 USE LIFERAY TRAINING SERVICES OR SOFTWARE PROVIDED THROUGH TRAINING SERVICES.

This Liferay Training Services Agreement, including the documentation to which these terms are linked to and all referenced documents located at URLs (the "Agreement"), is between the applicable Liferay entity set forth in Section B ("Liferay") and the purchaser or user of Liferay Training Services who accepts the terms of this Agreement ("Customer"). The effective date of this Agreement is the earlier of the date that Customer signs or accepts this Agreement or the date that Customer uses Liferay services ("Effective Date"). Section A below sets forth general terms and conditions that generally apply to all Training Services globally, while Section B sets forth country specific terms that either amend or supplement the general terms and conditions set forth in Section B depending on country in which the Customer participates in the Training Services.

### Section A. General Terms and Conditions

#### 1. Scope of the Agreement

This Agreement establishes the terms and conditions for the provision of Training Services (as defined in Section 2 below) by Liferay to Customer and describes the fee bearing training courses ("Courses"), which Liferay offers as part of these Training Services.

#### 2. Courses

**2.1. General.** Courses are available as publicly available courses for which a number of Customers may enroll ("Public Courses"), Courses that are exclusively held for a 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 or on the website of the registration service used by Liferay for the Public Course and/or Self-Guided Courses to which this Agreement is attached, and the individual courses are specified in the documentation to which this Agreement is linked to ("Registration Form"). The scope of any Private Courses will be as agreed between Customer and Liferay in the applicable transaction document (a) that expressly states that it is governed by this Agreement and (b) is signed by the parties (such document an "Order Form"). Courses entitle Customer to receive access to certain Course Materials (as defined below) and/or other Training Services as described in this Agreement (collectively "Training Services").

**2.2. Units.** Unless otherwise set forth in a Registration Form or an Order Form, 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 described below the term "Seat" means the entitlement for one individual person to be designated by Customer to access a single Self-Guided Course. The Unit of the offering called "Liferay University Passport" is a "Pass" which means the entitlement for one individual person to be designated by Customer to access all available Self-Guided Courses.

#### 3. License and Ownership

**3.1. 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 the Training Services or developed during the performance of the Training Services 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 (defined below) 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 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 3.2 below. "Affiliate" means 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 securities, by contract or otherwise.

**3.2. Software.** As part of the 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 provided in the End User License Agreements ("EULA") set forth in the table below. Upon submitting a Registration Form to which this Agreement is referenced or acceptance of an Order Form to which this Agreement is referenced, Customer 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>

**3.3. 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.

#### 4. Self-Guided Courses

**4.1. 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).

**4.2. Restrictions.** 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 Course 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.

**4.3. 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.

**4.4. 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 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.

**4.5. 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.

#### 5. Customer Responsibilities

**5.1. General.** Customer is responsible for (i) enrollment of Customer's personnel in the appropriate Course(s) (ii) determining whether Customer's personnel are appropriate and capable enough for enrollment in the Course(s), (iii) attendance by Customer's personnel at the scheduled Course(s), and (iv) compliance of Customer's personnel attending the Courses within the terms and conditions of this Agreement.

**5.2. 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>. Access to Self-Guided Courses may be subject to certain hardware and software requirements. If and to the extent that Customer provides Liferay access to Customer's information, documents, systems, software, workspace, network access and telephone connections and similar resources available to Customer ("Customer Resources") as reasonably required by Liferay in order to provide any Training Services, Customer understands and agrees that (i) the completeness, accuracy of, and extent of access to, any Customer Resources provided to Liferay may affect Liferay's ability to provide such Training Services, and (ii) if reasonable access to Customer Resources is not provided, Liferay will be relieved from providing those Training Services dependent upon such access. Customer will obtain any third party consents necessary to grant Liferay access to the Customer Resources that is subject to the proprietary rights of, or controlled by, any third party, or which is subject to any other form of restriction upon granting access to the Customer Resources. In the event that Customer fails to fulfill its obligations in a timely manner, and this failure adversely impacts the provision of Training Services, Liferay will be entitled to appropriate relief, including adjusting the timing of its delivery of applicable Training Services. 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.

#### 6. Fees, Expenses and Payment Terms

**6.1. Fees and Expenses.** The fees for the Training Services (i) will be identified in the Registration Form and or Order Form, as applicable (the "Fee(s)"), (ii) unless otherwise specified in a writing accepted by Liferay, do not include, currency conversion fees, wire transfer fees or other bank payment charges ("Transaction Fees") or for Private Courses, out-of-pocket expenses, such as travel, lodging, food, transportation, tools and other expenses incurred by Liferay in order for the Services to be rendered, (iii) are due and payable upon Liferay's acceptance of a Registration Form or execution of an Order Form within thirty (30) days from receipt of a correct invoice. To the extent that Customer utilizes any vendor management systems, Liferay will not be liable for any fees associated with the participation, registration or use of such systems ("Vendor Management Fees"). If any party is required to pay, withhold or deduct any Vendor Management Fees or Transaction Fees, Customer shall increase the sum payable to Liferay by the amount necessary to offset any such Vendor Management Fees and Transaction Fees, so that Liferay ultimately receives an amount equal to the full amount of Fees as invoiced.

**6.2. Taxes.** All consideration payable or to be provided under or in accordance with this Agreement (including any Fees) is exclusive of Taxes (defined below). Customer will pay Liferay an amount equal to any Taxes arising from or relating to this Agreement or an applicable Order Form or Registration Form which are paid by or are payable by Liferay and are separately itemized in Liferay's invoices to Customer. If Customer is

required to withhold or deduct any portion of the payments due to Liferay, Customer will increase the sum payable to Liferay by the amount necessary so that Liferay receives an amount equal to the sum it would have received had Customer not made withholdings or deductions. If Customer is exempt from paying any or all Taxes, Customer shall provide Liferay with written evidence of such Tax exemptions issued by the applicable taxing authority. Customer shall, on at least an annual basis and upon reasonable request from Liferay, update or re-confirm such status. Liferay reserves the right to invoice for applicable Taxes, if Customer fails to maintain or update written evidence of such tax- exempt status with Liferay. "Taxes" means (i) any tax, levy, impost, deduction, charge, rate, withholding or duty by whatever name called levied, imposed or assessed with respect to any transaction contemplated by this Agreement, including (without limitation) (a) goods and services tax, value added tax, sales tax, use tax or consumption tax, (b) withholding tax and (c) excise duty, stamp duty, customs duty and other like taxes, fees or surcharges (including regulatory fees or surcharges); and (ii) any interest, penalty, charge, fine or fee or other amount of any kind assessed, charged or imposed on or in respect of the taxes and other amounts referred to in (i) above; but (in all cases) excludes taxes based solely on Liferay's net income.

**6.3. Scheduling and Cancellation.** For Private Courses, upon execution of the Order Form to which this Agreement 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 such Private Courses. Customer agrees to the cancellation policies and the procedures for rescheduling of Courses available at <http://www.liferay.com/legal/doc/app3/cancellation>. Customer must use all ordered for Public and/or Private Courses within one (1) year of the date of purchase; any unused Courses 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.

## 7. Term and Termination, Suspension.

This Agreement will terminate upon the earlier of (i) the completion of the Training Services identified in a Registration Form or Order Form referencing this Agreement or (ii) one (1) year after the execution of the applicable Order Form or Registration Form. If either party materially breaches the terms of this Agreement, an Order Form, or a Registration Form, and such breach is not cured within (30) thirty days after written notice of the breach is provided to the breaching party, then the non-breaching party may, by giving written notice, terminate this Agreement and/or any applicable Order Form or Registration Form, provided however that (i) no cure period will be required for Section 11 of this Agreement, and (ii) in case of non-payment of Fees, the cure period shall be ten (10) days. Any violation of Sections 3.1 or 4.2 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.

## 8. Survival

Sections 3.1, 3.3, 6.1, 6.2, 8, 9, 10, 11, 12 and Section B shall survive termination of this Agreement.

## 9. Warranty

### 9.1. Limited Warranty

Liferay represents and warrants (i) the Training Services will be performed in a professional and workmanlike manner by qualified personnel; and (ii) Liferay has the authority to enter into this Agreement with Customer. For the breach of the warranties set forth in this Section 9.1, Customer's exclusive remedy, and Liferay's and its Affiliates' entire liability, will to the maximum extent permitted by applicable law be the re-performance of deficient Training Services, or if Liferay cannot substantially correct a breach in a commercially reasonable manner, Customer may terminate the relevant Training Services and receive a pro rata refund of the Fees paid for the deficient Training Services as of the effective date of termination.

### 9.2. Disclaimer of Warranty

EXCEPT AS STATED UNDER SECTION 9.1, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TRAINING SERVICES AS PROVIDED BY LIFERAY AND ITS AFFILIATES ARE 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, AND 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 AND ITS AFFILIATES DO NOT GUARANTEE THAT THE TRAINING SERVICES PROVIDED UNDER THIS AGREEMENT HAVE BEEN DESIGNED TO MEET CUSTOMER'S SPECIFIC BUSINESS REQUIREMENTS, THE USE OF SUCH TRAINING SERVICES OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, COMPLY WITH LEGAL OR REGULATORY REQUIREMENTS APPLICABLE TO CUSTOMER. CUSTOMER AGREES THAT IT IS SOLELY RESPONSIBLE FOR THE RESULTS OBTAINED FROM THE USE OF THE TRAINING SERVICES PROVIDED UNDER THIS AGREEMENT.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER, THE TRAINING SERVICES PROVIDED UNDER THIS AGREEMENT ARE NOT SPECIFICALLY DESIGNED, MANUFACTURED OR INTENDED FOR USE IN (I) 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 (II) ULTRA-HAZARDOUS OR STRICT LIABILITY ACTIVITIES AND

THE CUSTOMER IS SOLELY RESPONSIBLE AND EXPRESSLY ASSUMES ALL RISK FOR ANY SUCH USE.

## 10. Limitation of Liability

**10.1. Exclusion of Liability.** SUBJECT TO SECTION 10.3, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR AN ORDER FORM AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL A PARTY OR ITS AFFILIATES HAVE ANY LIABILITY TO THE OTHER PARTY AND/OR ITS 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 OR ANALOGOUS COST RELATED TO THE PROCUREMENT OF REPLACEMENT TRAINING 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 FORESEEABLE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, COSTS OR EXPENSES.

**10.2. Limitation of Liability.** SUBJECT TO SECTIONS 10.1 AND 10.3 AND EXCEPT FOR CLAIMS FOR FEES, EXPENSES OR TAXES UNDER THIS AGREEMENT INCLUDING ANY REGISTRATION FORM OR ORDER FORM AND INTEREST THEREON, FOR ALL EVENTS AND CIRCUMSTANCES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE AGGREGATE AND CUMULATIVE LIABILITY OF A PARTY AND ITS AFFILIATES TO THE OTHER PARTY AND/OR ITS AFFILIATES ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ALL REGISTRATION FORMS OR ORDER FORMS, 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, THE GREATER OF (I) TWO THOUSAND UNITED STATES DOLLARS (\$2,000) OR (II) THE FEES RECEIVED BY LIFERAY UNDER THE ORDER FORM OR REGISTRATION FORM TO WHICH THIS AGREEMENT IS REFERENCED.

**10.3. Exceptions.** NOTWITHSTANDING SECTIONS 10.1 AND 10.2 AND ANYTHING ELSE TO THE CONTRARY IN THIS AGREEMENT, NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE THE

LIABILITY OF A PARTY OR ITS AFFILIATE(S) IN THE FOLLOWING CIRCUMSTANCES:

(I) WITH REGARD TO A PARTY'S INFRINGEMENT, MISUSE, EXPORT, OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY LICENSED BY THE PARTY TO THE OTHER PARTY UNDER AN END USER LICENSE AGREEMENT OR OTHERWISE IN WRITING UNDER THIS AGREEMENT OR A REGISTRATION FORM OR AN ORDER FORM; OR

(II) BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 11.

**10.4. Allocation of Risk.** SECTIONS 9 AND 10 ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THIS AGREEMENT. THIS ALLOCATION IS AN INTRINSIC PART OF, AND THE BASIS OF, THE BARGAIN BETWEEN THE PARTIES AND WITHOUT SUCH ALLOCATION, LIFERAY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT. LIFERAY'S PRICES FOR SERVICES REFLECT THIS ALLOCATION OF RISKS AND THE WARRANTIES, DISCLAIMER OF WARRANTIES, EXCLUSIONS AND LIMITATION OF LIABILITY SPECIFIED HEREIN. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS CONTAINED IN SECTIONS 8 AND 9 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.

## 11. Confidentiality

**11.1. Confidentiality Obligations.** As used herein, "**Confidential Information**" means all information disclosed by either Liferay or Customer ("**Disclosing Party**") to the other party ("**Recipient**") during the term of this Agreement that is either (i) marked confidential or with a similar marking or (ii) disclosed orally and described as confidential at the time of disclosure and subsequently set forth in writing, marked confidential, and sent to the Recipient within thirty (30) days following the oral disclosure. Notwithstanding the foregoing, information disclosed by either party concerning technical or product information of any nature, information relating to the provision of Training Services, trade secrets, software code, proposals, financial and pricing information and rates, product and marketing plans, marketing opportunities and customer lists is hereby deemed to be Confidential Information regardless of whether or not it is so identified. If the Recipient incorporates Confidential Information it has received into its own notes or other data, then those items are also considered Confidential Information. Confidential Information shall not include information which: (1) is or later becomes publicly available other than by the Recipient disclosing it in violation of this Agreement or is disclosed by the Disclosing Party without any obligation of confidentiality; (2) is or becomes available to the Recipient from a source other than the Disclosing Party without the requirement that it be treated as confidential, provided that such source was not known by the Recipient to be bound by an obligation of confidentiality with respect to such information; (3) is independently developed by the Recipient without use of the Confidential Information; (4) is in the rightful possession of the Recipient at the time of disclosure by the Disclosing Party without an obligation of confidentiality; or (5) is generally known, useless or easily developed by someone with ordinary skills in the business of the Recipient; (6) is disclosed by the Recipient with the Disclosing Party's prior written approval; (7) is licensed under an Open Source License (as defined by the Open Source Initiative

(www.opensource.org)); or, (8) the parties agree in writing should not be treated confidentially or may be disclosed.

**11.2. Confidentiality Obligations.** Liferay and Customer agree that during the term of this Agreement, as a condition to the receipt of Confidential Information hereunder, Recipient shall: (i) except as expressly permitted by this Agreement not disclose, directly or indirectly, to any third party any portion of the Confidential Information without the prior written consent of the Disclosing Party; (ii) not use or exploit the Confidential Information except for in connection with Training Services; (iii) upon the Disclosing Party's written request promptly return or destroy, at Recipient's option, all materials and documentation regarding the Confidential Information received hereunder save for (a) Confidential Information stored in routine back-up media not accessible during the ordinary course of business and (b) archival copies of the Confidential Information that the Recipient needs to maintain in order to comply with statutory or regulatory requirements, unless otherwise prohibited by law, provided that in both cases (a) and (b) the Confidential Information shall remain subject to this Agreement; and (iv) exercise at least the same degree of care in safeguarding the Confidential Information as Recipient would with its own confidential information, provided that at a minimum, the Recipient must use reasonable care to protect the information. Both parties agree that obligations of confidentiality will exist for a period of two (2) years following initial disclosure of the particular Confidential Information unless terminated earlier pursuant to this Section 11 or in writing by the Disclosing Party; provided that, to the extent the Confidential Information is subject to longer confidentiality terms under mandatory applicable law (e.g., trade secrets), the Recipient will protect such Confidential Information as required by such law.

**11.3. Permitted Disclosures.** The parties may disclose Confidential Information only to those employees, Affiliates, agents, representatives and contractors who have a "need to know" such information in order to undertake their work with respect to this Agreement or otherwise to the benefit of the parties and to its auditors and legal counsel, in each case, who are under a written obligation or otherwise obligated by law to keep such information confidential using standards of confidentiality not less restrictive than those required by this Agreement. Recipient may disclose Confidential Information, if it is required to do so by applicable law, court order, or regulation, any governmental or other regulatory authority. Before disclosing such information, Recipient will notify Disclosing Party of the disclosure requirement (if it can provide notice without breaching any legal or regulatory requirement or court order) and cooperate with Disclosing Party (at the Disclosing Party's expense) to obtain a protective order or other similar protection. If Recipient is required by law, statute, regulation or court order to make such a disclosure Recipient shall furnish only the portion of the Confidential Information that Recipient, in the opinion of its legal counsel, is legally required to disclose and shall exercise reasonable efforts to preserve for the remainder the confidentiality of the Disclosing Party's Confidential Information.

**11.4. Equitable Relief.** Each party acknowledges and agrees that due to the unique nature of Confidential Information, any breach of the obligations of this Section 11 may cause the non-breaching party irreparable harm for which an adequate remedy at law may not be available and that, therefore, the non-breaching party will be entitled to seek appropriate equitable remedies including temporary restraining order(s) or preliminary or permanent injunction relief from a court of competent jurisdiction to stop

or prevent any breach of this Section 11, in addition to all other remedies available at law.

## 12. Miscellaneous

**12.1. Notices.** All notices permitted or required under this Agreement shall be in English, in writing and shall be delivered in person, by certified or registered express mail, by other nationally recognized overnight delivery service, electronic mail, or facsimile. Notices shall be deemed received the day of personal delivery, or in relation to transmission by electronic mail, at the time at which the notice enters an information system which is under the control of the recipient or in relation to facsimile, on receipt by the sender of an acknowledgment or transmission report generated by the machine from which the facsimile was sent that the facsimile was successfully sent in its entirety or five (5) days after deposit in the mail or with a nationally recognized overnight delivery service. Customer shall direct all notices to Liferay under this Agreement to the address: of the applicable Liferay entity as defined and specified in Section B, with a copy sent to legal@liferay.com. Unless otherwise specified on an Order Form, all notices permitted or required under this Agreement from Liferay to Customer shall be addressed to the Customer's address as specified in an Order Form or Registration Form which may be updated from time to time by notice from Customer to Liferay as provided in this Section.

**12.2. Headings.** Headings to the sections of this Agreement are for convenience only and shall not have any effect on construction and interpretation of this Agreement. No provision shall be construed adversely to a party solely on the ground that the party was responsible for the preparation of this Agreement or that provision

**12.3. Relationship Between the Parties.** In all matters relating to this Agreement, Customer and Liferay shall act as independent contractors. Nothing in this Agreement or related to Liferay's performance under any Order Form or Registration Form will be construed to create an employment or agency relationship or a partnership between Customer (or any Customer personnel) and Liferay (or any Liferay personnel). Each party will be solely responsible for supervision, direction, control and payment of its personnel, including applicable taxes, deductions, other payments and benefits. Liferay may subcontract Services under an Order Form or a Registration Form to third parties or its Affiliates without the approval of Customer; provided, however, that (i) subcontractors agree to protect Customer Confidential Information subject to terms at least substantially similar with Section 11, and (ii) Liferay remains responsible to Customer for performance of its obligations hereunder. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, or to represent the other party as agent, employee or in any other capacity. Nothing herein shall oblige parties to enter into any further agreement(s) with each other.

**12.4. Assignment.** Neither party may assign, novate, transfer or otherwise dispose of any of its rights or obligations under this Agreement and/or any Registration Form or Order Form without the other party's prior written consent which shall not be unreasonably withheld, delayed or conditioned; the party required to give its consent may however attach reasonable conditions to its consent. Either party may, upon written notice to, and without the prior approval of, the other party, (i) assign or novate this Agreement to an Affiliate as long as the Affiliate has sufficient credit to satisfy its obligations under this Agreement and the scope of the Services is not affected; and, (ii) assign or novate this Agreement pursuant to a merger or a sale of all or substantially all of such party's assets or stock, and in each

case (i) or (ii) provided that (a) the assigning or novating party provides the other party with a written confirmation of the assignment or novation of all rights and obligations under this Agreement signed by both the assigning party and the assignee and (b) if the assignment is to a competitor of Liferay, written consent from Liferay shall be required. Any assignment in violation of this Section is void.

**12.5. Force Majeure.** Neither party shall be liable to the other for failure or delay in the performance of a required obligation under this Agreement and/or a Registration Form or a Order Form if such failure or delay is caused by acts of God, wars, riots, strikes, fire, terrorist acts, flood, explosion, failure or diminishment of power or of telecommunications or data networks or services, earthquake or other natural disaster, government regulation, or other similar cause beyond such party's reasonable control (each, a "**Force Majeure Event**"); provided that such party gives prompt written notice of such condition and resumes its performance as soon as reasonably possible. If a Force Majeure Event continues for more than ninety (90) days continuously after the commencement of the Force Majeure event, either party may terminate the affected Registration Form or Order Form and/or this Agreement immediately by giving written notice to the other party and Liferay shall refund to Customer any pre-paid and unused Fees.

**12.6. Entire Agreement.** This Agreement, including all Registration Forms and/or Order Forms, sets forth the entire agreement between the parties and supersedes prior proposals, agreements and representations between them,

whether written or oral, relating to the subject matter contained herein. Each party acknowledges that in entering into this Agreement it has not relied on any representation, warranty or collateral contract or other assurance except those set out therein. This Agreement and each Registration Form or Order Form may be changed only if agreed to in writing and signed by an authorized signatory of each party. In the event of any conflict or inconsistency between the provisions in the body of this Agreement and a Registration Form or an Order Form, the terms will be interpreted in the following order: (1) a Registration Form or Order Form (2) Section B of this Agreement, (3) Section A of this Agreement, (provided however, in no event will the terms of an Order Form or Registration form or this Agreement, including Section B, override the terms of the EULAs set forth in Section 3.2 of Section A.

**12.7. Severability.** If any provision or provisions of this Agreement and/or any Registration Form or Order Form shall be held to be invalid, illegal or unenforceable in whole or in part by any court of competent jurisdiction or other competent authority, this Agreement and/or any affected Registration Form or Order Form will continue to be valid and enforceable as to the other provisions and/or the remainder of the affected provision(s). 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 Agreement and/or the Registration Form or Order Form.

## Section B: Country Specific Terms and Conditions

- A. The following additional terms and conditions apply to all Customers participating in Training Services located in the United States of America and Canada or acquiring Self-Guided Courses online.
- 1) **Applicable Entity.** The applicable Liferay entity is Liferay, Inc., a California corporation with its principal place of business at 1400 Montefino Avenue, Diamond Bar, CA 91765.
  - 2) **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.
- B. The following additional terms and conditions apply to all Customers participating in Training Services located in Spain or Portugal.
- 1) **Applicable Entity.** The applicable Liferay entity is Liferay S.L with a principal place of business at Paseo de la Castellana 280, planta 1a, modulo B, 28046, Madrid.
  - 2) **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 Spain 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 the city of Madrid and each party irrevocably consents to such jurisdiction and waives all objections to this venue. Liferay's entire liability as referred to in the last sentence of Section 9.1 is subject to Section 10.3 (III) and (IV).
  - 3) The following subsection (III) and (IV) are added to Section 10.3:  
(III) FRAUD, FRAUDULENT MISREPRESENTATION, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT; OR  
(IV) DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF A PARTY OR ITS AFFILIATE(S).
  - 4) The amount set forth in Section 10.2(I) shall be in Euros (EUR) and not in United States Dollars (USD).
- C. The following additional terms and conditions apply to all Customers participating in Training Services located in Germany, Austria or Switzerland.
- 1) **Applicable Entity.** The applicable Liferay entity is Liferay GmbH with its principal place of business at Mergenthalerallee 77, 65760 Eschborn (Taunus), Germany.
  - 2) The Training Services information displayed on Liferay's website and any invitation letters, announcements, or newsletters do not represent a binding offer, but an invitation to make a binding offer to Liferay. Customer makes a binding offer to the conclusion of the Agreement by executing an Order Form with Liferay or by submitting a Registration Form with the requested information (the "Registration"). Liferay reserves the right to accept or refuse any Registration at any time. Customer will receive an email confirming its Registration at the email address Customer provides during Registration.
  - 3) **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 Germany without giving effect to the conflicts of laws provisions thereof or the United Nations Convention on Contracts for the International Sale of Goods. The exclusive court of venue is Frankfurt am Main, Germany. Liferay is allowed to sue Customer at its general venue. Except for claims for Fees under this Agreement and interest thereon, no claim or action, regardless of form, arising out of this Agreement may be brought by either party more than (1) year after the cause of action has accrued and the party initiating such action is aware or (by way of applying due care) should have been aware of the reason which form the basis for such claim or action, provided however, that this does not limit the claims or actions available to either party in case of intent or willful misconduct of the other party.
  - 4) **Warranties.** The following subsections are added to Section 9.2: NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE THE WARRANTY OF LIFERAY OR ITS AFFILIATES WITH REGARD TO SOFTWARE OR TRAINING SERVICES THAT LIFERAY FRAUDULENTLY CONCEALED.
  - 5) **Liability.** The terms of Section 10 above are replaced by the following: In any event, Liferay is only liable for (i) damages caused by a willful or negligent breach of an essential contractual obligation on the part of Liferay but in case of a negligent breach only for damages that are typical for the present type of contract and were foreseeable at the time of the conclusion of this Agreement the maximum limit being the Fees paid by Customer to Liferay under the applicable Registration Form or Order Form. An essential contract obligation is an obligation whose fulfillment is necessary for a proper execution of the contract so that Customer relies on its correct fulfillment; (ii) damages resulting from loss of life, bodily injury or damage to health, which are caused by a willful or negligent breach of duty on the part of Liferay; (iii) damages caused by willful or negligent breach of the duties arising from an obligation in accordance with Section 311 Paragraph 2 of German Civil Code (BGB); (iv) other damages caused by a willful or grossly negligent breach of duty on the part of Liferay but in case of a grossly negligent breach only for damages that are typical for the present type of contract and were foreseeable at the time of the conclusion the Agreement, the maximum limit being the Fees paid by Customer to Liferay under the applicable Registration Form or Order Form; (v) damages caused by a defect, if Liferay has guaranteed the quality or if Liferay fraudulently concealed the defect (Section 444 of the German Civil Code (BGB)). Liferay's liability in accordance with the German Product Liability Act

(Produkthaftungsgesetz) remains unaffected. Under no circumstance will Liferay be liable for lost revenues, profits, goodwill, loss or corruption of data or other incidental or consequential damages for any of their acts or omissions whatsoever whether or not appraised of the possibility or likelihood of such damages or lost profits. The aforementioned limitations and exclusions of liability apply also to the personal liability of the organs, employees or other members of staff, representatives and agents of Liferay.

**D. The following additional terms and conditions apply to all Customers participating in Training Services in France.**

- 1) **Applicable Entity.** The applicable Liferay entity is Liferay France SAS, with its principal place of business at 15 rue Taitbout, 75009 Paris.
- 2) **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 FRANCE 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 PARIS COURTS AND EACH PARTY IRREVOCABLY CONSENTS TO SUCH PERSONAL JURISDICTION AND WAIVES ALL OBJECTIONS TO THIS VENUE.
- 3) **The following subsection (III) and (IV) are added to Section 10.3**  
(III) FRAUD, FRAUDULENT MISREPRESENTATION OR WILLFUL MISCONDUCT; OR  
(IV) DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF A PARTY OR ITS AFFILIATE(S)
- 4) **The amounts set forth in Section 10.2(i) shall be in Euros (EUR) and not in United States Dollars (USD).**

**E. The following additional terms and conditions apply to all Customers participating in Training Services located in the Netherlands or Belgium or Luxembourg.**

- 1) **Applicable Entity.** The applicable Liferay entity is Liferay Benelux BV, with its principal place of business at Admiralsweg 6a, 2315 SC Leiden, The Netherlands.
- 2) **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 the Netherlands without giving effect to the conflicts of laws provisions thereof. 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 Court of Amsterdam and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue.
- 3) **Disclaimer of Warranty.** The wording COMMON LAW is replaced by CASE LAW in sect. 9.2 first paragraph.
- 4) **Exclusion of Liability.** The following wording is added to sect. 10.1.(I):  
FOR THE AVOIDANCE OF DOUBT, THESE COSTS, LOSSES AND DAMAGES SHALL BE DEEMED INDIRECT AND THEREFORE EXCLUDED FROM THE PARTIES' LIABILITY FOR THE PURPOSES OF THIS AGREEMENT.  
The following subsections (III), (IV) and (V) are added to sect. 10.3:  
(III) FRAUD, FRAUDULENT MISREPRESENTATION OR WILLFUL MISCONDUCT;  
(IV) DEATH OR BODILY INJURY CAUSED BY THE NEGLIGENCE OF A PARTY OR ITS AFFILIATE(S); OR  
(V) RESULTING FROM GROSS NEGLIGENCE OR WILFUL MISCONDUCT BY THE PARTY'S SENIOR MANAGEMENT WHO ARE IN CHARGE OF THE COMPANY.
- 5) **The amounts set forth in Section 10.2(I) shall be in Euros (EUR) and not in United States Dollars (USD).**

**F. The following additional terms and conditions apply to all Customers participating in Training Services located in the United Kingdom.**

- 1) **Applicable Entity.** The applicable Liferay entity is Liferay UK, with its principal place of business at 5 New Road, London, TW9 2PR, United Kingdom.
- 2) **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 England without giving effect to the conflicts of laws provisions thereof. 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 English courts and each party irrevocably consents that the courts of England and Wales shall have exclusive jurisdiction.
- 3) **Liferay's entire liability as referred to in the last sentence of Section 8.1 is subject to Section 9.3 (III) and (IV).**
- 4) **The amounts set forth in Section 9.2(I) shall be in Great British Pounds (GBP) and not in United States Dollars (USD).**
- 5) **The following subsection (III) and (IV) are added to Section 9.3:**  
(III) FRAUD, FRAUDULENT MISREPRESENTATION OR WILLFUL MISCONDUCT; OR  
(IV) DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF A PARTY OR ITS AFFILIATE(S).

**G. The following additional terms and conditions apply to all Customers participating in Training Services located in Mexico, Central America and South America.**

- 1) **Applicable Entity.** The applicable Liferay entity is Liferay Latin America Ltda., a legal entity established in the National Register of Legal Entities under number 11.902.443/0001-94, with a principal place of business at Rua Jaco Velosino, number 290, 10<sup>th</sup> floor, Cases Forte, Recife/PE, ZIP CODE 52061-410.
- 2) **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.

- 3) The text in Section 6.2 shall be replaced with the following: "The Fees, as set forth in the Order Form and the invoice shall include the Taxes related to such Services, according to the applicable laws of Brazil ("Brazilian Taxes") on the Order Form Effective Date. In case such existing Brazilian Taxes are increased, or new Brazilian Taxes are established, Liferay will notify the Customer, and the Fees and payments shall be adjusted accordingly for any renewals or orders of additional units. To the extent the services are rendered in Brazil and the services constitute a domestic sale, Customer is hereby notified and the Customer acknowledges that an Impost Over Services of Any Nature ("Imposto Sobre Serviços de Qualquer Natureza – ISSQN") is due according to the applicable laws of the city of Recife based on the fact that Liferay is a legal entity established in the city of Recife, State of Pernambuco, and based on the nature of the Services. This ISSQN Tax will be paid by Liferay exclusively to the municipality of Recife, and Customer will not withhold or deduct any ISSQN. In case the Customer withholds or deducts this Tax, Customer will increase the sum payable to Liferay by the amount necessary so that Liferay receives an amount equal to the sum it would have received had Customer not made withholdings or deductions. Other Taxes than Brazilian Taxes or the ISSQN Tax ("**Other Taxes**") are not included in the Fees, and Customer will pay Liferay for these Other Taxes, paid or payable by Liferay. If Customer is required to withhold or deduct any portion of the payments due to Liferay other than withholdings for Brazilian Taxes, Customer will increase the sum payable to Liferay by the amount necessary so that Liferay receives an amount equal to the sum it would have received had Customer not made withholdings or deductions, but only to the extent that Liferay cannot recover the withheld amounts from the Brazilian authorities, according to the official tax authorities list valid at the time of the applicable Order Form Effective Date. If Customer is exempt from paying any or all Taxes, Customer shall provide Liferay with written evidence of such Tax exemptions issued by the applicable taxing authority. Customer shall, on at least an annual basis and upon reasonable request from Liferay, update or re-confirm such status. Liferay reserves the right to invoice for applicable Taxes, if Customer fails to maintain or update written evidence of such tax- exempt status of exemption or immunity with Liferay. "**Taxes**" means (i) any tax, levy, impost, deduction, charge, rate, withholding or duty by whatever name called levied, imposed or assessed with respect to any transaction contemplated by this Agreement, including (without limitation) (a) goods and services tax, value added tax, sales tax, use tax or consumption tax, (b) withholding tax and (c) excise duty, stamp duty, customs duty and other like taxes, fees or surcharges (including regulatory fees or surcharges); and (ii) any interest, penalty, charge, fine or fee or other amount of any kind assessed, charged or imposed on or in respect of the taxes and other amounts referred to in (i) above; but (in all cases) excludes taxes based solely on Liferay's net income."
- 4) The following subsection (III) and (IV) are added to Section 10.3: (III) UNFAIR COMPETITION ACTS PRACTICED BY A PARTY OR ITS AFFILIATES AGAINST THE OTHER PARTY OR ITS AFFILIATES; OR (IV) MONETARY LOSSES SUFFERED BY A PARTY OR ITS AFFILIATES AS A RESULT OF WILFUL MISCONDUCT OR DELIBERATE OMISSION BY THE OTHER PARTY OR ITS AFFILIATES
- 5) Section 12.5 of this agreement shall be replaced by: **12.5. Force Majeure.** Neither party shall be liable to the other for failure or delay in the performance of a required obligation under this Agreement and/or a Registration Form or a Order Form if such failure or delay is caused by the situations described in article 393 of the Brazilian Civil Code, as well as force majeure situations in general, such as wars, riots, strikes, fire, terrorist acts, flood, explosion, failure or diminishment of power or of telecommunications or data networks or services, earthquake or other natural disaster, government regulation, or other similar cause beyond such party's reasonable control (each, a "Force Majeure Event"); provided that such party gives prompt written notice of such condition and resumes its performance as soon as reasonably possible. If a Force Majeure Event continues for more than ninety (90) days continuously after the commencement of the Force Majeure event, either party may terminate the affected Registration Form or Order Form and/or this Agreement immediately by giving written notice to the other party and Liferay shall refund to Customer any pre-paid and unused Fees.
- 6) The following Section 12.8 shall be added to the Agreement: **12.8 Causes for Indemnifications.** Each Party will indemnify and hold the other Party harmless from: i. Monetary losses suffered by a party or its Affiliates as a result of proven criminal or environmental responsibility attributed to the other party or its Affiliates by a final court decision. The environmental responsibility shall be limited to the provisions of Brazilian Federal Law 9.605/98; ii. Monetary losses suffered by a party or its Affiliates as a result of acts that harm tangible property or result in either bodily injury or death, committed by the other party or its Affiliates; iii. Financial losses suffered by a party or its Affiliates as a result of unfair competition acts performed by the other party or its Affiliates, on the terms of the Brazilian industrial Property Act (Federal Law 9.279/96); iv. any and all claims, costs, damages and liabilities whatsoever asserted by any employee, agent or representative of the other party under any applicable labor, social security, or other laws or regulations.
- 7) The following text shall be added to the beginning of first sentence in Section 10.2: "EXCEPT FOR THE INDEMNITY OBLIGATION IN SECTION 10.2,".
- 8) The amounts set forth in Section 10.2(I) shall be changed to seven thousand five-hundred Brazilian Real (R\$ 7,500).

**H. The following additional terms and conditions apply to all Customers participating in Training Services located in Australia.**

- 1) **Applicable Entity.** The applicable Liferay entity is Liferay Australia Pty Ltd (ABN 50 160 790 287) ("Liferay"), an Australian corporation with its principal place of business at L21, Tower 2 Darling Park, 201 Sussex St, Sydney NSW 2000.
- 2) **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.
- 3) The following subsection shall be added to Section 6: "**6.4 GST.** In this Section 6.4, a word or expression defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) has the meaning given to it in that Act. Any consideration to be paid or provided for a supply made under or in connection

with this Agreement, unless specifically described in this Agreement as "GST inclusive", does not include an amount on account of GST. If a party ("Supply Maker") makes a supply under or in connection with this agreement on which GST is imposed (not being a supply the consideration for which is specifically described in this Agreement as GST inclusive): (i) the consideration payable or to be provided for that supply under this Agreement but for the application of this Section ("GST exclusive consideration") is increased by, and the recipient of the supply ("Supply Recipient") must also pay to the Supply Maker an amount equal to the GST payable by the Supply Maker on that supply; and (ii) the amount by which the GST exclusive consideration is increased must be paid to the Supply Maker by the Supply Recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided. If a payment to a party under this Agreement is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense."

- 4) Section 6.2 shall be subject to Section 6.4.
- 5) The following subsection shall be added to Section 9: "**9.3 Non-Excludable Obligations.** If a supply under this Agreement is a supply of goods or services to a consumer within the meaning of 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, nothing contained in this Agreement 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 Agreement 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.
- 6) The Non-Excludable Obligations set forth in Section 9.3 shall be an exception from disclaimer in Section 9.2.
- 7) Section 9.1 and Section 9.2 shall also be subject to Section 10.3.
- 8) The amounts set forth in Section 10.2(I) shall be in Australian Dollars (AUD) and not in United States Dollars (USD).

**I. The following additional terms and conditions apply to all Customers participating in Training Services located in Japan.**

- 1) **Applicable Entity.** The applicable Liferay entity is Liferay Japan K.K., a Japanese corporation with its principal place of business at Level 15, Cerulean Tower, 26-1 Sakuragaoka-cho, Shibuya-ku, Tokyo 150-8512 Japan.
- 2) **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 Japan 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 Tokyo District Court as the court of first instance and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue.
- 3) The amounts set forth in Section 10.2(I) shall be changed to two-hundred fifty-thousand Japanese Yen (¥250,000).

**J. The following additional terms and conditions apply to all Customers participating in Training Services located in India.**

- 1) **Applicable Entity.** The applicable Liferay entity is Liferay, Inc., a California corporation with its principal place of business at 1400 Montefino Avenue, Diamond Bar, CA 91765.
- 2) **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 India 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 Bangalore, India and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue.
- 3) The following shall be added to the end of Section 5.2: "Provided, however, that nothing contained in this Clause 4.4 shall apply to the obligation of the Customer to make payments of the Fees after deducting the requisite tax-deducted at sources (TDS) withholdings that have to be made by the Customer under the provisions of the Indian Income-Tax Act, 1961 and promptly provide to Liferay the certificates thereof."
- 4) The amounts set forth in Section 9.2(I) shall be changed to one-hundred fifty thousand Indian Rupees (INR 150,000).

**K. The following additional terms and conditions apply to all Customers participating in Training Services located in Singapore.**

- 1) **Applicable Entity.** The applicable Liferay entity is Liferay Singapore Pte. Ltd. with a principal place of business at 391B Orchard Road, #23-01 Ngee Ann City Tower B, Singapore 238874.
- 2) **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.
- 3) The amounts set forth in Section 10.2(I) shall be changed to two-thousand five-hundred Singapore Dollars (SG \$2,500).
- 4) The following subsection (III) shall be added to Section 10.3: (III) 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.

**L. The following additional terms and conditions apply to all Customers participating in Training Services located in Hungary.**

- 1) **Applicable Entity.** The applicable Liferay entity is Liferay Hungary Kft. with a principal place of business at Hungary, 1138 Budapest, Madarász Viktor utca 47. a-b. ép.,.
  - 2) **Limitation of Liability.** The liability amount in subsection (i) of Section 10.2 is replaced by the following: "TWO THOUSAND EURO (2,000 EUR)".
  - 3) **Exclusion of Liability.** The following subsections are added to Section 10.3: (III) FRAUD, FRAUDULENT MISREPRESENTATION OR WILLFUL MISCONDUCT; OR (IV) DEATH OR BODILY INJURY CAUSED BY THE NEGLIGENCE OF A PARTY OR ITS AFFILIATE(S).
  - 4) **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 Hungary 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 Hungarian courts and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue.
- M. The following additional terms and conditions apply to all Customers participating in Training Services in any other country not identified in Sections A through L above.**
- 1) **Applicable Entity.** The applicable Liferay entity is Liferay International Limited with a principal place of business at 100 Mount Street Lower, Dublin 2, Ireland.
  - 2) **Limitation of Liability.** The liability amount in subsection (i) of Section 10.2 is replaced by the following: "TWO THOUSAND EURO (2,000 EUR)".
  - 3) **Exclusion of Liability.** The following subsections are added to Section 10.3: (III) FRAUD, FRAUDULENT MISREPRESENTATION OR WILLFUL MISCONDUCT; OR (IV) DEATH OR BODILY INJURY CAUSED BY THE NEGLIGENCE OF A PARTY OR ITS AFFILIATE(S).
  - 4) **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 Ireland 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 Irish courts and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue.