

ACCEPTABLE USE POLICY

for Subscription Customers



Liferay, Inc. and its affiliates (“Liferay”) offer fee-bearing subscriptions (“Subscriptions”) that entitle you the user, (“You”) to various services (“Subscription Services”) as agreed in the applicable agreement governing the use of such Subscription Services, such as the Liferay Enterprise Services Agreement (the “Subscription Agreement”). Such Subscription Services may include access to a variety of portals, websites, web pages, documents, discussion groups, blogs, applications and other interactive services (“Liferay Services”) for Your use and consumption, such as for example access to Liferay’s support portal and issue ticketing system (“Customer Portal”), or to hosted applications or tools (“Cloud Services”). The Liferay Services may allow You to insert, upload, contribute, share, post, distribute, or transmit certain materials, information, text, images, files or other content (“Content”). Your use and consumption of the Liferay Services as well as Your Content must be lawful and is subject this Liferay Acceptable Use Policy (the “Policy”) as well as any other terms and conditions or documentation applicable to such Liferay Services as set forth or referenced in the Subscription Agreement. If Your Content or conduct violates this Policy, Liferay may suspend or terminate Your access to the Liferay Services and such violation constitutes a material breach of the Subscription Agreement. In the event of a conflict, inconsistency, or difference between this Policy and the Subscription Agreement, the terms of the Subscription Agreement shall control.

1. Content

You are responsible for the Content used with or made available through Your use of Liferay Services, including but not limited to the Content’s compliance with the laws, the Content’s compliance with the Subscription Agreement, the right to use such Content, and administering take down notices related to the Content and You will remove immediately any Content that does not meet these compliance requirements. You agree not to insert, upload, contribute, share, post, distribute, transmit or otherwise promote or facilitate Content that, including but not limited to: (a) is illegal; (b) violates, misappropriates or infringes the third party intellectual property rights of others; (c) solicits, encourages, or promotes use of illegal substances or activities; (d) is threatening, abusive, harassing, defamatory, slanderous, libelous, derogatory, or violent; (e) is invasive of a third party’s legal rights, including privacy or publicity rights; (f) is vulgar, obscene, bigoted, hateful, or that advocates racial or ethnic intolerance; (g) is profane, scandalous, pornographic, indecent, or otherwise objectionable; (h) is malicious or contains technology that may damage, interfere with, or intercept any system, program or data, including viruses, trojan horses, worms, time bombs or other harmful or disruptive components; (h) is regulated under the International Traffic in Arms Regulations (ITAR).

You may be required to provide Content or other information upon Liferay’s reasonable request and as may be reasonably necessary to ensure Customer’s compliance with the Subscription Agreement. You will immediately respond to any notice that You receive claiming that Your Content violates laws, the Subscription Agreement or a third party’s rights, including notices under the Digital Millennium Copyright Act, and take prompt corrective action, which may include but is not limited to removing any such Content. You will maintain a policy to respond to any and all such requests that You may receive regarding Your Content. Liferay, however, reserves the right to suspend or terminate Your use of or access to Liferay Services immediately and without liability to You if any of Your Content breaks any applicable law, requires additional consent or permission a Customer has not obtained, or does not comply with the Subscription Agreement.

You give Liferay, its Affiliates, subcontractors, and vendors a worldwide, royalty-free, non-exclusive license to (a) host the Content provided by You through Your use of the Liferay Services, and (b) display the Content provided by You through Your use of Liferay Services accessible by other users. You represent and warrant that You own all rights in, or have received a valid license to use the Content, with rights or license sufficient to enable any activities in connection with the Liferay Services. You must provide all required and appropriate warnings, information and disclosures as may be required due to the nature of the Content. You are solely responsible for assessing sufficiency of the backup functionalities that Liferay may provide as part of Liferay Services for Your purposes and needs. Between Liferay and You, You are responsible for taking security precautions for backing up Your Content and for any other measures that You deem necessary to ensure that Content is not lost. You may lose any of the Content for which You do not maintain a copy outside of Liferay Services. Liferay and/or any of its vendors are not responsible to You, Your users or any third party.

You agree to indemnify, defend and hold Liferay harmless from and against any costs, losses, liabilities, claims or expenses (including reasonable attorneys’ fees) arising out of any allegation or claim to the extent is based on Your Content, the combination of Your Content with other applications, content or processes, or any claim or allegation that Your Content infringes or misappropriates the intellectual property rights of any third party.

2. Conduct

Liferay provides access to Liferay Services for use and purposes in conformance with applicable documentation and/or as otherwise generally described by Liferay and not for interfering with other users enjoyment of the Liferay Services or to harass other users or third parties. You are prohibited from conduct, including but not limited to: (a) using the Liferay Services for any act or action that gives rise to civil or criminal liability for Yourself or for Liferay or otherwise violates any applicable law or regulation; (b) engaging in any activity that inappropriately restricts or inhibits any other user from using or enjoying the Liferay Services, including hacking, cracking, spoofing, or defacing any portion of the Liferay Services; (c) posting, distributing, or transmitting chain letters, mass mailings, spam mail, any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve or index data or “data mine”; (d) harvesting or collecting information about other Liferay Services users without their express written consent; (e) interfering with others’ use and enjoyment of the Liferay Services, including intentionally attempting to overload any portion of the Liferay Services; (f) launching or facilitating a denial of service attack from or on the Liferay Services or (g) using the Liferay Services in connection with illegal or unlawful sharing.

3. Security

You may not use the Liferay Services in any manner that would comprise or violate the security of the Liferay Services or of the other users of the Liferay Services, including but not limited to: (a) accessing or using the Liferay Services in violation of law, any applicable terms and conditions, or without permission, attempting to test the vulnerability of the security of the Liferay Services or to breach any of the security measures of the Liferay Services; (b)

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imitating or impersonating another person or his or her email address or creating false accounts intended to misrepresent Yourself or the source of Your email; (c) intercepting or monitoring activity on the Liferay Services without permission from Liferay or (d) using any means to circumvent the security limitations of the Liferay Services.

4. Reporting

Liferay encourages You to report violations of this Acceptable Use Policy to Liferay. Liferay has the right, but not the obligation, to monitor Your activity and Content to determine Your compliance with this Acceptable Use Policy. Liferay has the right, in its sole discretion, to monitor Your activity and Content within any part of the Liferay Services accessible to other users such as chat rooms or discussion forums to determine compliance with this Acceptable Use Policy. Liferay has the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on a Liferay website or the Liferay Services that Liferay finds to be in violation of this Acceptable Use Policy or is otherwise objectionable. You acknowledge and agree that Liferay does not have any liability for any act or omission with respect to your Conduct, activities, communications or posting on a Liferay website or the Liferay Services. Liferay may report any activity Liferay believes may violate any law to law enforcement, regulators, or other relevant third parties.

5. Testing

Liferay must provide advanced written approval prior to any remote security testing. Such advanced approval by Liferay may be requested by contacting Liferay.

6. Accounts

Certain Liferay Services may require You to register an account and password prior to access of the Liferay Services. You are solely responsible for maintaining the accuracy of all information required to create and maintain an account as well as for maintaining the confidentiality of any account name, password, or other information relating to the creation and maintenance of an account. You are solely responsible for any activity that occurs under Your account. You will not misuse or share your account name or password. You will immediately notify Liferay of any unauthorized use of Your account or any other breach of security.

7. Use

You do not acquire any rights of ownership in the Liferay Services and only granted a right the right to use Liferay Services subject to this Policy and the terms and conditions of the Subscription Agreement.

8. Trademarks

The trademarks, trade names, service marks and logos of Liferay and others used in the Liferay websites and other Liferay Services ("**Trademarks**") are the property of Liferay or other third parties. You have no right to use any such Trademarks, and nothing contained in the Liferay Services or this Policy grants any right to use (by implication, waiver, estoppel or otherwise) any Trademarks without the prior written permission of Liferay or the respective third party owner. Please see www.liferay.com/tardemark.

9. Linking

You may encounter links to non-Liferay sites or services while using the Liferay Services, which should not be interpreted as endorsement by Liferay of any such third party sites or the company, products, services or content to which they link as such sites are not under Liferay control and Liferay is not responsible for the content of any linked site or any link contained in a linked site. If You decide to access any third party site, product or service linked through the Liferay Services, You do so at Your own risk.

10. Suggestions

Through Your Use of Liferay Services such as discussion forums, chat rooms, and Customer Portal, You may choose to submit, comments, information, feedback, enhancement requests, recommendations, corrections, and ideas regarding Liferay's products or services (collectively "**Suggestions**") to Liferay. Liferay may use Suggestions to improve its products and services. If You do not want Liferay to use Your Suggestions, please do not submit the Suggestions. If You submit Suggestions, Liferay may incorporate such Suggestions as Liferay's own into its product and services without any obligation to account to You in any way and Liferay shall be the owner of any products and services it creates as a result of Your Suggestions.

11. Updates

Liferay reserves the right to update this Policy from time to time by posting an updated version no less than thirty (30) days prior to the date on which such update takes effect. Your continued use and access of the Liferay Services after the effective date of the update signifies your acceptance to the updated Policy.

Effective as of November 7, 2018