

APPENDIX 4: LIFERAY PAAS SUBSCRIPTIONS

This Appendix 4, which includes the documents incorporated by reference in this Appendix 4 (together, the “**Appendix**”), describes certain fee bearing subscription services bundles that Liferay offers (“**Subscriptions**”) listed in Schedule 4.A. The Services that Liferay provides to Customer as part of these Subscriptions (the “**Subscription Services**”) provide Customer, as applicable, with one or more Subscription Benefits as further described in Section 2, below. Any capitalized terms used but not defined in this Appendix have the meaning defined in the agreement to which this Appendix is attached (physically or by reference), such as the Liferay Enterprise Services Agreement (the “**Base Agreement**” and collectively, with this Appendix referred to as the “**Agreement**”).

IF CUSTOMER USES SUBSCRIPTION FOR A TRIAL TERM (AS DEFINED HEREIN), SUCH USE SHALL BE SUBJECT TO THE APPLICABLE PROVISIONS OF THIS APPENDIX DURING THE TRIAL TERM.

1. Definitions

“**Account**” means an individual account a Customer User must create and use to access Liferay Cloud Services.

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

“**CCPA**” means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., and its implementing regulations.

“**Customer Application**” means a program with a distinct code base that customizes or extends the functionality of the Software and connects to a database with a distinct database schema deployed in the “Liferay Cloud Infrastructure” as further defined below.

“**Customer Content**” means any content or data (including Personal Data) whether developed in connection with the Cloud Services or otherwise, software code, documentation, materials, information, text files, images and/or trademarks associated with Customer’s use of the Cloud Services, hosted in the Cloud Infrastructure, and not provided by Liferay.

“**Customer’s Personal Data**” shall mean Personal Data provided by or on behalf of the Customer to Liferay through use of the Cloud Services and processed by Liferay on behalf of the Customer.

“**Customer Portal**” means a web portal maintained by Liferay or a Liferay Affiliate that provides for various resources accessible to Liferay Subscription customers as further described in Section 2.2 below.

“**Customer User**” means a person using the Cloud Services on behalf of Customer (including, for example, an employee of Customer or Customer’s Affiliate, contractor or third party service provider).

“**Data Protection Laws**” means the applicable data protection or privacy laws to the extent such laws apply to the processing of data within the scope of the Cloud Services.

“**Designated Contact**” means a Customer User designated to communicate with Liferay for the provision of Support and/or any other Cloud Services.

“**Designated Purpose**” means the specific use case and purpose for which Customer utilizes the Cloud Services and Software, for example Development Purpose, Production Purpose or Backup Purpose.

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

“**End User**” means any third party who is not a Customer User that accesses and uses Customer Application through the web.

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

“**External Offerings**” means software and/or services that Customer uses in connection with the Cloud Services and that are provided through third parties.

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

“**Incident**” means a single, discrete technical problem that cannot be reasonably subdivided, and also that is not overly broad in scope, the severity of which shall be determined as described in Section 6.1.

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

“**Liferay Cloud Infrastructure**” means the cloud-based infrastructure platform provided by Liferay for deployment and hosting of Liferay Software.

“**Liferay DXP**” means the Liferay Software offering commonly known as “Liferay’s Digital Experience Platform”.

“**Liferay Marketplace**” means the marketplace located at: www.liferay.com/marketplace.

“**Memory**” means random access memory (RAM) assigned to a single Instance.

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

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

“**Personal Data**” shall have the meaning assigned to it by Data Protection Laws.

“**Services**” as defined in the Base Agreement shall for the purposes of this Appendix mean Cloud Services.

“**Sizing**” means the sizing of an Instance, which is determined by the number of vCPUs that will be accessible by, and the Memory assigned to, each Instance.

“**Software**” or “**Liferay Software**” means the software and corresponding Documentation that Liferay makes available for download as part of Subscriptions. Software shall not include third-party software applications that are made available through the Liferay Marketplace (“**Third-Party Marketplace Apps**”), Third-Party Software or generally available open source projects such as any Liferay branded community edition of the Software and/or other community projects.

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

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

“**Technical and Organizational Measures**” means commercially reasonable physical, administrative, physical and technical measures taken by Liferay in order to assure integrity, security and confidentiality of Personal Data as set forth at www.liferay.com/de/legal/cloud-services-data.

“**Third-Party Software**” means any software program, computer code, programming libraries, application programming interfaces, or other materials, (i) the intellectual property rights of which are not owned by Liferay or its Affiliates and (ii) which is not licensed to Customer under the EULAs set forth in the Base Agreement or this Appendix, but is licensed subject to the applicable license terms and conditions set forth in a file accompanying the Software (and for certain Software also at www.liferay.com/third-party-software).

“**Unit**” means the unit that is used to measure Customer’s use of the Subscriptions as set forth in Schedule 4.A or as otherwise agreed by the parties in an Order Form.

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

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

2. Benefits of the Cloud Services Subscriptions

Each Subscription offering provides Customer with one or more of the following standardized benefits described in the subsections of this Section 2 (each, a “**Subscription Benefit**”). The specific Subscription Benefits included in a Subscription are as identified in Schedule 4.A.

2.1 Cloud-Based Services

“**Cloud-Based Services**” means, collectively, Liferay’s provision of access to a cloud-based administration console, web-based services, and the Liferay Cloud Infrastructure and Infrastructure Services (as further described in **Schedule 4.B**), any Instances of Liferay Software preinstalled by Liferay for Customer in the Liferay Cloud Infrastructure, for purposes of deployment, management, development, integration and hosting of the Customer Application, for which Customer has purchased a Subscription.

2.2 Access to Customer Portal

“**Customer Portal Access**” means the provision of access to Liferay’s Customer Portal during the Subscription Term. Liferay’s Customer Portal provides Customer access to an expanding knowledge base, support information, compatibility information, checklists, FAQs, patching tools, security updates, newsletters, as well as access to all available versions of Liferay Software throughout their respective life cycle as set forth in Section 8 below (and the applicable Third-Party Software) for electronic download from Liferay’s Customer Portal and, if applicable, access to web-based services. The applicable Software made available through the Customer Portal for each Subscription is specified in Schedule 4.A. The Software is governed by one or multiple End User License Agreement(s) (“**EULAs**”) identified in Schedule 4.A.

2.3 Maintenance

“**Maintenance**” means the provision of Updates for Liferay Software, which Liferay makes available from time to time via electronic download from Liferay’s website and, where applicable, Updates to Cloud-Based Services.

2.4 Support

“**Support**” means technical product support provided by Liferay to Customer for submitted Incidents as further described in Section 6, below. Support is provided through Liferay’s web-based issue tracker that allows Customer to submit Incidents to the Liferay support team for investigation of issues relating to, as applicable, the Software, Cloud-Based Services or Liferay Analytics Cloud, in each case as further described in Section 6, below.

2.5 Legal Assurance

“**Legal Assurance**” means the set of intellectual property assurances Liferay provides to Customer as further described in Section 10, below.

2.6 Liferay Analytics Cloud

“**Liferay Analytics Cloud**” is a software-as-a-service (“SaaS”) based set of features and functionality that provides data-driven insights and user analytics that enable Liferay customers to optimize their digital experiences and solutions created on Liferay DXP software. Liferay Analytics Cloud may only be integrated and connected with data sources based on Liferay Software. Liferay is not obligated to provide Support or any other Subscription Benefits for Customer’s use of Liferay Analytics Cloud to the extent related to Customer’s use of Liferay Analytics Cloud with data sources that are not Liferay Software or any other technology not supported in accordance with <https://liferay.com/services/support/compatibility-matrix>.

3. Subscription Fees

Liferay charges a Fee for the Subscriptions based on the total number of Units and certain other parameters such as the applicable Support Level. The Units and other applicable parameters for Subscriptions are described in this Appendix (including the applicable Schedules) and identified in the applicable Order Form. Customer is required to purchase a quantity of Subscriptions equal to the total number of Units (including variants or components of the Software) that Customer deploys, uses, consumes or executes or otherwise applies Subscription Benefits upon. In addition, if Customer uses any of the Subscription Benefits to support or maintain Liferay Software (or any part thereof) or any software that is not Liferay Software then Customer must purchase Subscriptions equal to the amount of Units applicable to that Liferay Software for which Customer used Subscription Benefits. If Customer terminates Subscriptions or does not renew Subscriptions within thirty (30) days after the termination or expiration of a Subscription Term and as a genuine pre-estimate of Liferay’s losses and costs associated with reinstatement, Liferay reserves the right to charge Customer reinstatement Fees on a per Unit basis (the “**Reinstatement Fee**”), if and when Customer wishes to reinstate the terminated or expired Subscriptions. The Reinstatement Fee per Unit shall be equal to one hundred twenty percent (120%) of the Fees for the reinstated Subscription Services, agreed between Customer and Liferay as of the date of reinstatement, and pro-rated based on the lapsed period between the expiration or termination of the Subscription Term and the date the Subscription Services are reinstated.

4. Use of the Services, Restrictions

4.1 Account

Customer is required to create an Account for each Customer User to access and use Cloud-Based Services by providing a valid email address and creating a secure password. Customer remains fully responsible for confidentiality of credentials used by Customer Users to access their respective Accounts and for any activity through those Accounts, either by End Users or third parties resulting of any unauthorized access to the Cloud-Based Services. Customers may not (and may not allow third parties to) access the Services or, provide any third party access to the Services, in a manner that is intended to avoid Fees or to circumvent maximum capacity thresholds for the Cloud Services or otherwise increase the Cloud Service scope or level provided for each Customer.

4.2 Use of the Service

(i) **General.** Subject to Customer’s compliance with the Agreement, Liferay grants to Customer a non-transferable, non-exclusive, worldwide (subject to any applicable export restrictions), non-sublicensable right to access and use the Subscription in order to deploy, develop, manage and host the Customer Application limited to the applicable Subscription Term and limited to and in connection with the Units for which Customer has purchased Subscriptions from Liferay or a Business Partner. Customer acquires only the right to access and use the Subscriptions and use the Software as set forth in this Appendix but does not acquire any rights of ownership in the Subscriptions or Software. Liferay reserves all rights to the Subscriptions (including any Software) not expressly granted to Customer. (ii) **Internal Use and Affiliates.** Customer’s right to use is limited to Customer’s internal purposes (which shall include use by or on behalf of Customer’s Affiliates and such Affiliates shall not be considered a third party for the purposes of this Section, provided that Customer remains responsible for the Affiliates’ compliance with

terms of the Agreement and any Order Form). The foregoing sentence is not intended to limit Customer's internal use of the Subscriptions (including any Software) to operate a web site and/or to offer Customer's own software as a service, which may be used and accessed by an unlimited number of End Users, provided such web site or service does not include a distribution or duplication of the Subscriptions (including any Software), in whole or in part. **(iii) Use by Third Parties.** The Subscriptions may be used under the terms of this Appendix by Customer Users, provided that Customer remains responsible for all of Customer's obligations under the Agreement and for the activities and omissions of Customer Users.

4.3 Restrictions

4.3.1 General Restrictions

The rights granted to Customer under this Appendix do not authorize Customer and Customer will not (and will not allow any third party to): (i) distribute, sell, rent any parts of the Subscriptions to a third party; (ii) reverse engineer, translate, modify, loan, convert or apply any procedure or process to the Subscriptions or any parts thereof in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings of the software utilized by Liferay in the provision of the Subscriptions, Liferay Software or any trade secret information or process contained in the Subscriptions (except as permitted under applicable law or license terms applicable to the concerned item); (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 the Cloud-Based Services, or create a derivative work of any part of the Subscriptions including but not limited to, any software utilized by Liferay in the provision of the Subscriptions; (iv) remove any product identification, trademarks, trade names or titles, copyrights, legends or any other proprietary marking in the Cloud Services; (v) disclose the results of any benchmarking of the Subscriptions (whether or not obtained with Liferay's assistance) to any third party; (vi) use Subscriptions or Software for the purpose of building a competitive product or service to the Liferay Software or Subscriptions or copying the Software's or Cloud-Based Service's features or user interface; (vii) use the Subscriptions or Software to develop or enhance any (a) software that is not Software including but not limited to any open source version of Software (such as "Liferay Portal") or (b) derivative works of any software that is not Software or developing Forked Software; (viii) use any of the Subscriptions in violation of any applicable laws (including i. a. Data Protection Laws, export or IP laws) or for any illegal activities or promotion, solicitation or encouraging of illegal activities and substances; (ix) using Cloud Services in a manner that might affect availability and enjoyment of the Cloud Services by other users or third parties (such as unauthorized access to the accounts of other customers, harassing other users or third parties, any attempts to circumvent agreed limitations or the Cloud Service, intercepting, unauthorized monitoring or penetration, performance, vulnerability or security testing of the Cloud Service or breaching security measures, use for illegal or unlawful file sharing, launching or facilitating a denial of service attack (DoS) from or on Cloud Service, hacking, cracking, spoofing or defacing any portion of the Cloud Service, posting, transmitting or distributing spam mail, mass mailings, chain letters, any robot, spider, site search/retrieval application, or other automatic or manual process or device to retrieve or index data or "data mine"); or (x) using Cloud Services for any purposes that might impact life, health or environment or telecommunication services, as "miner" or "forder" of cryptocurrencies or using Cloud Services to operate a general-purpose proxy or "open proxy". For clarity and avoidance of doubt, distributing or otherwise providing access to any portion of the Cloud Services to a third party or using any of the Cloud Services for the benefit of a third party is a material breach of the Agreement, even though open source licenses applicable to certain software packages may give Customer the right to distribute those packages (and this Appendix is not intended to interfere with Customer's rights under those individual licenses).

4.3.2 Non-Compliance and Remedies

Customer agrees 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 a violation of Section 4.3.1. In addition, Customer agrees that as a remedy in case of a breach as set forth in Section 4.3.1 (vii) above, Customer will pay Liferay the Fees for each Unit for which Customer utilizes Subscriptions in connection with software that is not Software as genuine pre-estimate of Liferay's losses and costs associated with such breach.

4.3.3 Limiting Devices

Customer is hereby notified that the Subscriptions may contain or be subject to time-out devices, counter devices, and/or other devices intended to ensure the limits of the rights granted to Customer under this Appendix will not be exceeded ("**Limiting Devices**"). If the Subscriptions contain or are otherwise subject to Limiting Devices, Liferay will provide Customer with materials necessary to use the Subscriptions to the extent permitted. Customer may not tamper with or otherwise take any action to defeat, disable or circumvent a Limiting Device or timing or use restrictions that are built into, defined or agreed upon, regarding the Subscriptions, including but not limited to, resetting the Unit amount.

4.3.4 Derivative Works

Customer acknowledges and agrees that title to the Subscriptions including but not limited to, any software utilized by Liferay in the provision of the Subscriptions and each component, copy and modification, including but not limited to all derivative works, improvements or upgrades ("**Derivative Works**") whether made by Liferay, Customer or on Liferay's or on Customer's behalf, including those made at Customer's suggestion and all associated intellectual property rights, are and shall remain the sole and exclusive property of Liferay, its Affiliates and/or its licensors. As between Customer and Liferay, Customer shall own all independently developed code and documentation and any associated intellectual property rights developed by Customer or on Customer's behalf that are separate from the code base of the Software provided or otherwise made available as part of the Subscriptions (i.e. non-Derivative Works).

5. Subscription Term, Termination and Suspension

5.1 Subscription Term

Unless otherwise agreed by the parties in writing, Subscriptions (i) will begin on the date Liferay accepts Customer's order for the applicable Subscriptions, respectively (please note that the foregoing does not limit Customer's obligation to pay for Subscriptions that Customer previously used but for which Customer has not paid), (ii) will run for and have a minimum term of twelve (12) months, (iii) cannot be terminated for convenience by either party and (iv) may be renewed by the parties upon mutual agreement. The initial term and any renewal term are collectively referred to as the "**Subscription Term**".

5.2 Suspension and Termination, Retention of Customer Content

Without limiting other rights that Liferay may have, Liferay may suspend or terminate Customer's use of Subscriptions, disable access to the Subscription Benefits for Customer or Customer Users, or immediately take down Customer Content, if Liferay reasonably believes Customer or Customer Users have breached the Agreement, applicable law or have violated or are violating any third party rights, in each case, without any liability to Customer and without obligation to refund any prepaid Fees to Customer and Customer will continue to incur applicable Fees for the Subscriptions during any suspension. Where appropriate and permitted under applicable law, Liferay will notify Customer of any suspension and reasons thereof and request rectification of the breach within a reasonable time frame specified by Liferay in the notification ("**Cure Period**"). If Customer fails to rectify violation of the Agreement within the Cure Period, then the Agreement will automatically terminate upon expiration of the Cure Period without any liability to Customer.

5.3 Trial Use

Liferay may make the certain Subscriptions available on a trial, not-for-production, basis for the purposes of evaluating its functionality and capabilities, free of charge ("Liferay PaaS Subscriptions"), for a period of thirty (30) days, unless terminated or extended by Liferay in its sole discretion ("**Trial Term**"). Notwithstanding anything to the contrary in this Appendix, Trial Subscriptions include Customer Portal Access and do not include, and Liferay is not obligated to provide, Support, Maintenance and Legal Assurance during a Trial Term.

Customer may request Trial Subscriptions through Liferay's website or through a Liferay Sales representative. Trial Subscriptions require completion of a registration form by Customer and Customer's provision of certain information. Additional trial terms and conditions applicable to Trial Subscriptions may appear on the registration webpage. Any such additional terms and conditions are incorporated into the Agreement by reference and are legally binding with respect to Customer's use of Liferay PaaS Trial Subscriptions.

Customer will not upload or store Customer's Personal Data or Customer's Confidential Information to the Cloud Services in connection with use under a Liferay PaaS Trial Subscription, and Customer will only use the Liferay PaaS Trial Subscription with non-production data. If Customer elects to upload or store data in connection with Customer's use of a Trial Subscription, Customer acknowledges and agrees that Liferay shall have no liability with regard to any loss, destruction or corruption of such data and Customer shall hold Liferay and its affiliates harmless with respect to any violation of data protection laws.

LIFERAY WILL DESTROY, AND IS UNDER NO OBLIGATION TO RETAIN, ANY DATA CUSTOMER ENTERS INTO THE CLOUD SERVICES, OR ANY CUSTOMIZATIONS MADE TO THE SOFTWARE OR CLOUD SERVICES BY OR FOR CUSTOMER, IN CONNECTION WITH CUSTOMER'S USE OF TRIAL SUBSCRIPTIONS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 7 OF THE BASE AGREEMENT (Exclusion and Limitation of Liability, Risk Allocation) OR ANY OTHER LIMITATIONS UPON CUSTOMER'S LIABILITY, CUSTOMER SHALL BE FULLY LIABLE TO LIFERAY AND ITS AFFILIATES FOR (I) ANY DAMAGES ARISING OUT OF CUSTOMER'S USE OF THE SUBSCRIPTIONS DURING THE TRIAL TERM, (II) ANY BREACH BY CUSTOMER OF THE AGREEMENT AND (III) ANY OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

6. Support

6.1 Severity Levels

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

Severity 1 ("**High**") Incidents: A Severity 1 Incident means (i) for purposes of the Liferay Cloud Infrastructure (a) the production environment for the Customer Application is completely shut down or severely impacted or (b) the non-production environment for the Customer Application is completely inaccessible; or, (ii) for purposes of Liferay Software (a) production environment system is severely impacted, or (b) system operations or mission-critical applications are inoperable, or (c) mission-critical applications that have experienced repeated material system interruptions that are effectively making the applications inoperable.

Severity 2 ("**Normal**") Incidents: A Severity 2 Incident means (i) for purposes of the Liferay Cloud Infrastructure the non-production environment for the Customer Application is functioning with limited capabilities or is unstable with periodic interruptions; or, (ii) for purposes of Liferay Software (a) the system is functioning with limited capabilities, or (b) is unstable with periodic interruptions, or (c) mission critical applications, while not in operable, have experienced material system interruptions.

Severity 3 ("**Low**") Incidents: A Severity 3 Incident means (i) for purposes of the Liferay Cloud Infrastructure any environment for the Customer Application is fully functional, but there are observed errors that do not impact the usability of an environment; or, (ii) for purposes of Liferay Software the system is fully functional, but there are observed errors that do not impact the usability of the system.

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

6.2 Designated Contacts

Liferay will provide Support to Customer only through communication with the Designated Contacts. Customer may designate up to the number of Designated Contacts described in the table below based on the number of Subscriptions for Production Purposes Customer has purchased. Customer may add Designated Contacts by purchasing additional "Designated Contact Add-on" Subscriptions. Customer shall use commercially reasonable efforts to maintain consistent Designated Contacts during the relevant Subscription Term, provided that Customer may change its Designated Contacts from time to time as a result of changes in employment responsibilities, transfers, leaves of absence, resignation or termination of employment of such individual. Customer may not use a single Designated Contact to act as a mere forwarding service for other of Customer's personnel.

Table 6.2

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

6.3 Acknowledge Receipt Times

Customer may report Incidents to Liferay in accordance with the provided contact information, currently at <https://www.liferay.com/group/customer/support/contact/world-wide-support>. Once Customer has contacted Liferay about an Incident, Liferay will provide an acknowledgement of receipt within the applicable time frame specified below, in accordance with Customer's appropriate Support Services Level. Bug fixes will be delivered to Customer's Designated Contacts. As used in this Section, a receipt acknowledgment means a qualified Liferay engineer has been assigned to the Incident and has begun to work to resolve the Incident.

Table 6.3

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

6.4 Support Exclusions

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

- i. Software or Cloud-Based Service has been modified, changed, damaged by Customer in any way, except as provided in the applicable Documentation or otherwise as directed by or under agreement with Liferay, with or without malicious intent;
- ii. the Incident is caused by Customer's negligence, malicious intent, or hardware malfunction, or other causes beyond the reasonable control of Liferay;
- iii. the Incident is caused by Third-Party Software, unless the Third-Party Software causes the Software to not substantially conform to the Documentation;
- iv. Customer has been previously provided a fix for an Incident reported to Liferay and where Customer has not installed such fix within forty-five (45) days after its being given to Customer; and/or
- v. Where Liferay has discontinued Services for the version of the Software in accordance with the EOSL Policy.

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

6.5 Conditions for Providing Support

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

7. External Offerings, Content, Linking

Certain External Offerings may be made available for use on or in connection with the Subscriptions. Each Customer is fully responsible for the choice of any External Offerings within a Customer Application. The availability of such External Offerings does not constitute any endorsement by Liferay of the External Offerings nor implies that the External Offerings will interoperate with any Subscriptions (including any Liferay Software as applicable) regardless of whether an item of External Offerings is designated as Liferay “certified” or similar. Liferay does not provide any warranty, does not necessarily support and has not necessarily confirmed the validity, functionality or screened the content of such External Offerings and any use is at Customer’s own risk. The terms and/or conditions that apply to Customer’s use of any External Offerings within a Customer Application are as solely agreed upon between Customer and the External Offerings’ providers, respectively, and do not apply to Liferay. Liferay and its licensors and vendors have no obligations and/or liability with respect to such third parties or the External Offerings. If a Customer chooses to use External Offerings within a Customer Application, Customer authorizes Liferay to grant the External Offerings access to Customer Content, Customer Application, and applicable Accounts, in each case to the extent necessary to provide the External Offerings or for interoperability with the External Offerings. External Offerings may be removed from or be made no longer available through Subscriptions at any time, for example, but not limited to, if a takedown is required by law or court order or due to inconsistent interoperability. Customer may furthermore encounter links to non-Liferay websites, services, content or other external sources while using Cloud-Based Services, which should not be interpreted as endorsement by Liferay of such third party sites or the vendor, products, services or content linked. 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, product or service linked through Cloud Services, Customer does so at Customer’s own risk and agrees that Liferay is not responsible or liable for any loss or expenses that may result due to Customer’s use of (or reliance on) the external site or content.

8. Customer Content, Feedback

8.1 Liferay’s Rights In The Content

In order to provide Cloud-Based Services to Customer, Customer gives Liferay, its Affiliates, subcontractors, and any third party service providers on whose services Liferay may depend to provide the Cloud Services a worldwide, royalty-free, perpetual, non-exclusive license to make, use, reproduce, prepare derivative works from, distribute, import, perform and display Customer Content for the purpose of providing the Cloud-Based Services to Customer. Liferay does not expect to access Customer Content or provide it to third parties except (a) as required by applicable law or regulation (such as responding to an audit, agency action, a subpoena or warrant); (b) as may be necessary to deliver, enhance or support the Cloud-Based Services provided to Customer; (c) to prevent, detect or address fraud, security or technology issues; (d) to investigate potential breaches of Customer’s agreements with Liferay or to establish Liferay’s legal rights or defend against legal claims; or (e) to protect against harm to the property, rights, or safety of Liferay, its users or the public. Except as set forth in this section, Liferay obtains no rights in Customer Content under the Agreement. Customer represents and warrants to Liferay that Customer owns all rights in, or has received a valid license to use the Customer Content, with rights or license sufficient to enable any activities in connection with the Cloud Services. Customer must provide all required and appropriate warnings, information and disclosures as may be required due to the nature of the Customer Content.

8.2 Customer Responsibilities

8.2.1. Customer is solely responsible for the Customer Content used with or made available through Customer’s use of the Cloud Services, including but not limited to the Customer Content’s compliance with applicable laws (including any applicable export laws or Data Protection Laws), the Customer Content’s compliance with the Agreement, the right to use such Customer Content, and administering take down notices related to the Customer Content and Customer will remove immediately any Customer Content that does not meet these compliance requirements. Customers will not use the Cloud-Based Services to store, create, transmit, share, publish, modify, or deploy Customer Content that is (i) violating laws, regulations or violates, misappropriates or infringes or is invasive of rights of any third parties, (ii) regulated under the International Traffic in Arms Regulations (ITAR); (iii) is malicious or contains technology that may damage, interfere with, or intercept any system, program or data, including viruses, worms, trojan horses, time bombs or other harmful or disruptive components; (iv) is threatening, abusive, harassing, defamatory, slanderous, libelous, derogatory, or violent; (v) is vulgar, obscene, bigoted, hateful, disparaging, or that advocates racial or ethnic intolerance; or (vi) is profane, scandalous, pornographic, pedophilic, indecent, or otherwise objectionable; (vii) harm minors in any way; (viii) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature; or (ix) infringes any patent, trademark, copyright or other proprietary rights. Customer may be required upon a reasonable request by Liferay to provide Content or other information as may be reasonably necessary to ensure Customer’s compliance with the Agreement. Customer will immediately respond to any notice that Customer receives claiming that Customer Content violates laws, this Agreement, or a third party’s rights, including, as applicable, notices under the applicable copyright laws, and take corrective action, which may include but is not limited to promptly removing any such Customer Content. Customer will maintain a policy to respond to any and all such requests that Customer may receive regarding Customer Content. Liferay however reserves the right to suspend or terminate Customer’s use of or access to the Cloud-Based Services or Subscriptions immediately and without liability to a Customer if any Content breaks any applicable law, requires additional consent or permission a Customer has not obtained, or does not comply with the Agreement. Customer is responsible for ensuring that Customer Content is authorized for export, distribution and use under the Export Administration Regulations (EAR) and other export control laws and regulations that may be applicable based on Customer’s use of the Cloud-Based Services.

8.2.2. Customer agrees 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 (i) Customer Content, (ii) the combination of Customer Content with other applications, content or processes, or (iii) any claim or allegation that Customer Content infringes or misappropriates the intellectual property rights of any third party.

8.2.3. Customer is solely responsible for assessing if the backup functionalities that Liferay provides as part of Cloud-Based Services are sufficient for Customer’s purposes and needs. Between Liferay and Customer, Customer is responsible for taking security precautions for backing up Customer Content and for any other measures, that Customer deems necessary to ensure that Customer Content is not lost. Customer may lose any of the Customer Content for which Customer does not maintain a copy outside of the Cloud-Based Services. Liferay and/or any of its vendors are not responsible to Customer, Customer Users or any third party, if Content is lost or deleted.

8.3 Feedback

Within the scope of this Appendix, Customer may submit feedback, including comments, information, enhancement requests, recommendations, corrections, and ideas regarding the Subscriptions (collectively “Feedback”). Customer confirms that such Feedback is not confidential information of Customer or any third party, but shall be deemed Liferay’s Confidential Information. Customer grants Liferay a worldwide, perpetual and irrevocable license to use any and all Feedback for any purpose, including but not limited to incorporating such Feedback as Liferay’s own into its products and services without any obligation to account to Customer in any way, which shall include without limitation, no attribution or compensation obligations, etc., and Liferay shall be the owner of any products and services it creates based, directly or indirectly on Customer’s Feedback.

9. Non-Compliance

Customer will immediately notify Liferay if Customer suspects someone has breached Customer’s obligations with respect to Customer’s use of the Subscriptions, or has obtained unauthorized access to Customer’s Accounts, the Customer Content and/or Cloud-Based Services. If Liferay has reason to believe that Customer or Customer Users have breached the Agreement, subject to confidentiality obligations of the Agreement, Liferay or its designated agent may inspect Customer’s use of Subscriptions, including Customer’s Accounts, Customer Content and records, to verify Customer’s compliance with the Agreement. Customer will not interfere with Liferay’s monitoring activities and will provide Customer Content or other information regarding Customer’s Accounts and/or Customer Content as may be reasonably requested by Liferay to ensure that Customer’s use of the Subscriptions complies with the Agreement.

10. Indemnification

10.1 Obligations

If an unaffiliated third party initiates a legal action against Customer (such action, a “**Legal Action**”) and that Legal Action includes an allegation that Liferay’s provision of Liferay Cloud Infrastructure Services and any Software provided as part of the Subscriptions (“**Cloud Content**”) directly infringes the third party’s copyrights, trademarks or misappropriates the third party’s trade secret rights (“**Third Party Rights**”; and, such allegation within a Legal Action, a “**Claim**”) and

Customer has complied with and remains in compliance with the terms of this Section 10, then, subject to the other terms in this Section 10, Liferay will (i) defend Customer against the Claim and (ii) pay costs, damages and/or legal fees that are included in a final judgment against Customer (without right of appeal) or in a settlement approved by Liferay that are attributable to Customer's use of the Cloud Content.

10.2 Remedies

If an injunction against Customer's use of any Cloud Content is obtained pursuant to a Claim, Customer's use of Cloud Content is found by a court to infringe Third Party Rights or if Liferay believes that such a finding, injunction or a Claim is likely, then Liferay may, at its option and expense do one or more of the following: (i) obtain the rights necessary for Customer to continue using the Cloud Content consistent with the Agreement; (ii) replace the infringing portion of the Cloud Content with functionally equivalent components that are not infringing Third Party Rights; (iii) modify the Cloud Content so that it does not infringe Third Party Rights anymore ((i)-(iii) collectively referred to as "**IP Resolutions**"); or (iv) if none of the IP Resolutions is available on a basis that Liferay finds commercially feasible, then Liferay may terminate the Agreement and/or the applicable Order Form without further obligations to Customer under this Section 10.2 or any other liability for such termination, discontinue providing the Cloud Content to Customer, disable Customer's access to the affected Cloud Services and, if Customer then returns and discontinues use of all items of affected Cloud Content in Customer's possession that are the subject of the Claim, Customer will receive a pro rata refund based on the time remaining under the applicable Cloud Subscription as of the effective date of such termination. If Customer chooses not to return any or some of the affected Cloud Content upon termination by Liferay in accordance with this Section 10.2, Customer shall bear the sole risk of any costs, damages and/or attorney's fees arising from Customer's continued use of the Cloud Content following Customer's receipt of Liferay's termination notice, and shall indemnify and hold Liferay harmless from such costs, damages and/or attorney's fees.

10.3 Conditions

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

10.4 Exclusions

Notwithstanding the foregoing, Liferay will have no obligations under Section 10 with regard to any Claim to the extent that it is based upon either (i) a modification of the Cloud Content not made by, or at the written direction of, Liferay (ii) Liferay's compliance with any designs, specifications or instructions provided by Customer; (iii) use of the Cloud Content in combination with products, data or business methods not provided by Liferay, if the infringement or misappropriation would not have occurred without the combined use; (iv) facts or circumstances constituting a breach of the Agreement; (v) use of the Cloud Content without an IP remedy for such Claim after Liferay has informed Customer of the availability of the IP Resolution for the Claim; (vi) any use of the Cloud Content by Customer other than for Customer's internal use; (vii) use by Customer after notice by Liferay to discontinue use of all or a portion of the Cloud Content to avoid infringement or misappropriation; (viii) a claim or lawsuit by Customer against a third party (or results from or arises out of such claim or lawsuit); or, (ix) allegations associated with software, technology, products or other subject matter other than Cloud Content (including, but not limited to allegations associated with any legal action other than the Claim, including any allegations that remain after the Claim is resolved), and Customer assumes full responsibility for fees, costs and damages associated with defending, settling and/or paying any resulting judgment or settlement in connection with software, technology or products that are not Cloud Content.

10.5 Sole Remedies

No express or implied warranties by Liferay or its Affiliates are created as a result of this Section 10. To the maximum extent permitted by law, this Section 10 states Customer's sole and exclusive remedies and Liferay's sole obligations for claims arising from or related to copyrights, patents, trademarks, trade secrets or any other intellectual property rights as relates directly to the Cloud Subscription Services and Cloud Content and supersedes any other Liferay obligation related to the subject matter of this Section 10 (including, but not limited to, indemnification, breach of warranty, and/or breach of contract under the Agreement). For the avoidance of doubt, the terms of this Section 10 shall apply in the place of, and Customer expressly waives any rights, and releases Liferay from any obligations, under the terms of any other warranties or terms relating to intellectual property rights or remedies, including without limitation indemnification terms or conditions that may be included in the Base Agreement. If there are any other applicable indemnity coverage or remedies available to Customer related to intellectual property infringement under the Base Agreement, Customer agrees that the total of all benefits payable under all such provisions will not exceed the total damages, costs, and expenses incurred by Customer, and that Liferay will pay only its proportional share of such total damages, costs, and expenses subject to the limitations of liability set forth in the Base Agreement. To avoid any doubt, nothing in this Section 10 derogates from the limitations and exclusions of liability under Section 7 of the Base Agreement.

11. Data Privacy and Security

11.1 Information as to whether, what and how Customer data may be processed through Cloud Services can be found at: <https://www.liferay.com/legal/cloud-services-data>.

11.2 Customer agrees that for purposes of processing of Customer's Personal Data through the Cloud Services Liferay acts as data processor and is appointed and authorized to process such Personal Data on behalf of Customer in accordance with Customer's instructions and in accordance with the terms of the Agreement (including Liferay's confidentiality obligations set forth in the Base Agreement) and only to the extent required in order to provide the Cloud-Based Services to Customer but for no further purposes. The Parties agree that Customer's instructions are properly documented in the Agreement. Processing of Personal Data for any other purposes requires a prior written agreement between the Parties.

11.3 In particular, when Processing Customer's Personal Data Liferay and Liferay Affiliates act as "Service Providers" as defined in the CCPA. Liferay and Liferay Affiliates shall not (a) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Customer's Personal Data to another business or a third party for monetary or other valuable consideration; or (b) retain, disclose, collect, sell, use, or otherwise process Customer's Personal Data for any purpose other than for the specific purpose of, and as necessary for, performing services for Customer pursuant to a written agreement(s). For clarity, Liferay may not retain, use, or disclose the Customer's Personal Data for any other commercial purposes or outside of the direct business relationship between Liferay and any Affiliate of the Parties. This CCPA Certification survives expiration or termination of any other agreement(s) between Liferay and Customer. Existing terms in such agreement(s) remain in effect except that this certification controls in the event of a conflict with such terms.

11.4 Customer acknowledges that for purposes of delivering the Cloud Services Liferay engages the Affiliates and other subcontractors identified at www.liferay.com/legal/cloud-services-data as sub-processors, and that such sub-processors are located in territories world-wide that may not have the same level of protection as the country of the origin of Personal Data. Customer authorizes Liferay to engage the aforementioned and additional sub-processors ("Sub-processors"), provided that: (i) Liferay imposes obligations on the Sub-processors with regard to processing of Personal Data that shall be not less strict than those agreed between Customer and Liferay in this Section; (ii) as between Liferay and Customer, Liferay remains responsible for processing of Personal Data by its Sub-processors and liable for any violations of Liferay's obligations under the Agreement; (iii) Liferay maintains at all times the current list of Sub-Processors available at: <https://www.liferay.com/legal/cloud-services-data>; and (iv) Customer may object to an appointment of an additional Sub-processor by Liferay due to justified concerns regarding such Sub-processors' ability to comply with the data privacy and security obligations applicable to Liferay under the Agreement. Upon receipt of Customer's objection specifying the concerns, Liferay and Customer will enter into good faith negotiations to address Customer's concerns. If parties should not be able to agree on measures to resolve Customer's concerns in due time, either party may terminate the Agreement without liability to the other party.

11.5 Throughout the term of the Agreement Liferay will maintain commercially reasonable and appropriate Technical and Organizational Measures ("**TOM**") to protect any Personal Data stored by Customer in the Cloud-Based Services. Liferay may at its sole discretion update its TOM at any time and without notice to Customer, provided, however, that any such updates shall not materially reduce the security and data protection standards set forth in the TOM applicable as of the Order Form Effective Date of the Order Form governing Customer's use of the applicable Cloud-Based Service.

11.6 Each party shall comply with its respective obligations under the Data Protection Laws. As the party in control of Personal Data, Customer is at all times responsible for assessing if the contractual assurances, TOM implemented and backup functionalities offered by Liferay are appropriate for the Personal Data Customer intends to upload to the Cloud-Based Services in accordance with the Data Protection Laws. Customer shall refrain from uploading to and/or, if required to assure compliance with the Data Protection Laws, remove, Personal Data from the Cloud-Based Services to the extent processing of such Personal Data through the Cloud-Based Services would constitute a violation of the Data Protection Laws applicable to such Personal Data. To the extent required under applicable laws, Customer will obtain any necessary consent from, provide any required notification and/or information to the data subjects, and reply to the requests of the data subjects exercising their rights under the Data Protection Laws with regard to the Personal Data Customer transfers, uploads or stores in the Cloud-Based Services. As between the parties, Customer is solely responsible for its own secure use of the Cloud-Based Services, including, without limitation, compliance with Customer's own security policies, its use and distribution of access credentials.

11.7 Either party shall inform the other party of any security incident resulting in unauthorized alteration, disclosure, destruction, or loss of Customer's Personal Data stored in the Cloud-Based Services without undue delay ("**Security Incident**"). The Parties shall cooperate in good faith to investigate the reasons and consequences of the Security Incident and take reasonable steps to address the Security Incident and prevent future Security Incidents. Liferay may provide such notifications either via email notification to the email address associated with the applicable Designated Contacts and/or notification within the Cloud-Based Services.

11.8 Upon Customer's written request to be made no later than fourteen (14) days upon expiration of Customer's Subscription, Liferay will provide Customer with limited access to the Cloud-Based Services for up to a fourteen (14) day period starting from the date of receipt of Customer's request, solely for purpose of retrieval of Customer's Content, which includes Customer's Personal Data stored in the Cloud-Based Services. Liferay shall have no obligation to maintain and will irretrievably remove the Content upon expiration of a thirty (30) day period after expiration of Customer's Subscription that provides for access to the Cloud-Based Services.

11.9 Where Customer is established in the EEA, Switzerland or UK and unless otherwise agreed between the parties in the applicable Order Form, the terms of the Data Processing Addendum available at www.liferay.com/legal as of Order Form Effective Date ("DPA") apply to the processing of Customer's Personal Data by Liferay and are incorporated in the Agreement and Customer's execution of the applicable Order Form governing the use of Cloud-Based Services by the Customer shall be deemed as its execution of the DPA.

11.10 Where the Customer is not established in any of the territories mentioned in the previous sentence, Customer may enter into the DPA with Liferay, by adding a reference to the DPA to the Order Form applicable to the relevant Cloud-Based Services, in which case the DPA will apply to the processing of Customer's Personal Data by Liferay and will be considered incorporated in the Agreement and Customer's execution of the applicable Order Form governing the use of Cloud-Based Services by the Customer will be deemed as its execution of the DPA.

11.11 In any event of inconsistencies between the terms of the DPA and this Section 11, the terms of DPA shall prevail in relation to the Customer's Personal Data.

11.12 For clarification, either party understands and agrees that processing of the business contact data of the employees or third parties involved in the initiation or maintenance of the Agreement, performance or use of Subscription Benefits of the Agreement on behalf of the other party does not constitute data processing on behalf of that other party. Liferay processes such business contact data only for the purposes of the initiation and maintenance of the Agreement, performance or using Subscription Benefits of the Agreement, but for no other purpose in accordance with its privacy statement at: www.liferay.com/privacy-policy.

12. Monitoring of Customer's Use of the Service

Liferay may use solutions or technologies that monitor Customer's usage statistics while using the Cloud-Based Services. Liferay will use such usage statistics related to Customer's use of the Cloud-Based Services in accordance with the Privacy Policy posted at <https://www.liferay.com/privacy-policy> only to improve Liferay offerings, to assist a Customer in its use of the Liferay offerings and to monitor Customer's compliance with the use restrictions applicable to the Cloud-Based Services as set forth in this Appendix. Liferay may collect and use, for any purpose, aggregated anonymous usage data about Customer's use of the Cloud-Based Services.

13. Migrating Customer Application off of the Liferay Cloud Infrastructure

Customer may, at any time during the Subscription Term, migrate its Customer Application off of the Liferay Cloud Infrastructure to another hosting environment (e.g., on-premises, third party cloud, etc.). In the event of such a migration, Customer will be required to migrate all Units (including applicable Software) utilized for purposes of the concerned Customer Application off of the Liferay Cloud Infrastructure. For clarification, for a specific Customer Application, Customer may not use some Instances of Liferay Software within the Liferay Cloud Infrastructure and other Instances in another hosting environment. Liferay will provide Customer an activation key for each migrated Instance of the Software for the corresponding Designated Purpose (Production, Non-Production or Back Up) for which a Subscription is active. Customer's use of the Software outside of Liferay Cloud Infrastructure, including any Updates provided to Customer as part of Maintenance during the Subscription Term and installed by Customer outside of Liferay Cloud Infrastructure, provided within the migration process, is exclusively governed by the terms of the applicable EULA for the Software.



SCHEDULE 4.A: SUBSCRIPTION OFFERINGS

1. Subscription Offerings and Add-Ons

The Subscriptions offered by Liferay pursuant to this Appendix are identified and described in Table 4.A-1.1 below. And, the add-ons and supplemental offerings to such Subscriptions are identified and described in Table 4.A-1.2, below.

Table 4.A-1.1

Name	Unit	Licensed Software	Cloud-Based Services	Customer Portal Access	Maintenance	Support	Legal Assurance
Liferay PaaS Subscriptions	Instance	Liferay DXP	Yes	Yes	Yes	Yes	Yes
Liferay Enterprise Search for Liferay PaaS	Instance	Liferay Enterprise Search	Yes	Yes	Yes	Yes	No
Liferay DXP Connectors	Instance	Connectors, as applicable	Yes	No	Yes	Yes	Yes

Table 4.A-1.2

Add-On and Supplemental Subscriptions [†]		
Name	Unit	Description
Liferay Analytics Cloud	Plan	Adds access to Liferay Analytics Cloud to Customer's Liferay PaaS project. The applicable Plans for Liferay Analytics Cloud are further described in Section 3, below.
Extra Storage	Gigabytes	Adds storage capacity that supplements the existing storage provided as part of Liferay Cloud Infrastructure.
Private Cluster Add-On	Customer Application	When this Add-On is included, the infrastructure resources provided as part of the Liferay Cloud Infrastructure of applicable Subscriptions are exclusive only to Customer and not shared with any other Liferay customer. The scope of this Add-On includes all Instances of applicable Subscriptions used by Customer for a Customer Application.
Custom App Add-On	Container	Each Custom App Add-On Subscription provides Customer with additional computing power and memory, in the amounts specified on an Order Form, respectively, to run a Container on the Liferay Cloud Infrastructure. Custom App Add-On Subscriptions expressly exclude Support, Maintenance and Legal Assurance. As used herein, "Container" means an executable package of non-Liferay software, services or applications that can be deployed or executed on Liferay Cloud Infrastructure.
Additional Designated Contact	Designated Contact	Adds additional Designated Contact to Customer's account.
Named Individuals Add-On	Named Individual	Increases the allotment of Named Individuals for Customer's use of Liferay Analytics Cloud.
Page Views Add-On	Page View	Increases the allotment of Page Views for Customer's use of Liferay Analytics Cloud.

[†]Add-On and Supplemental Subscriptions require the purchase of an applicable underlying Subscription.

Liferay PaaS Subscriptions are subject to Sizing, to be specified in an Order Form, which allows for a certain number of Cores or vCPUs and Memory accessible by each Instance, as described in the following table:

Table 4.A-1.3

Sizing	Number of Cores or vCPUs accessible by each Instance	Memory accessible by each Instance
S	Up to eight (8)	16GB
M	Up to twelve (12)	32GB
L	Up to sixteen (16)	64GB

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

Liferay Software	EULA
Liferay DXP	www.liferay.com/legal/doc/eula/dxp/1001605_NA
Liferay Enterprise Search	www.liferay.com/legal/enterprise-search-eula

2. Auto-Scaling

Liferay PaaS Subscriptions include a feature that allow Customer to deploy and use additional Instances of Liferay PaaS Subscriptions in excess of the number of Instances for which Customer maintains active Liferay PaaS Subscriptions ("Base Liferay PaaS Subscription") on an on-demand basis ("Auto-Scaling"). Customer may enable Auto-Scaling subject to the terms and conditions of the Agreement by activating the capability through the Cloud-Based Services.

Pricing for each Instance of Liferay Experience Cloud Subscription utilized through Auto-Scaling is based on the number of clock hours during which Customer utilizes each such Instance. For pricing purposes, total usage during a calendar quarter will be rounded up to the nearest full clock hour.

The price per Unit is defined by the Sizing of the additional Instance that Customer utilizes in accordance with Table 4.A-1.

Liferay will issue an invoice to Customer for Fees applicable to use of Auto-Scaling after each quarter in which Customer deploys, uses or executes Auto-Scaling Instances and Customer will pay such invoice(s) in accordance with the Agreement. Unless otherwise specified in the applicable Order Form or another written agreement, the price per Unit is set forth on the pricing page accessible through Customer Portal and may be updated by Liferay from time to time.

Liferay will record Auto-Scaling usage, starting from the start time and ending at the end time, for each connected Instance (“Instance Uptime”). Liferay may invoice Customer for the total Instance Uptime of all Instances utilized through Auto-Scaling not covered by a Base Liferay PaaS Subscription, rounded up to the nearest whole hour.

3. Liferay Analytics Cloud

3.1. Plans

Each Plan for Liferay Analytics Cloud consists of a certain maximum number of Named Individuals and Page Views, respectively, for an applicable annual Subscription Term as set forth in Table 4.A.3, below.

Table 4.A-3

Plan	Named Individuals	Page Views
Basic	1,000	300,000
Business	10,000	5,000,000
Enterprise	100,000	60,000,000

“Named Individual” means an individual tracked person with identifiable contact information accessing a Page.

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

“Page View” means a single request for a full Page document.

The Basic Plan does not include Support. Named Individual Add-On and Page View Add-on are not available for the Basic Plan. In the event Customer’s usage exceed the limits stated for the Basic Plan, Customer shall be obligated to purchase either the Business or Enterprise Plan for Liferay Analytics Cloud.

Where applicable, Liferay may grant Customers the opportunity to use Liferay Analytics Cloud on a trial basis. Such trials shall consist of the Basic Plan and limited to ninety (90) days.

3.2. Uptime and Service Credits

Liferay will use commercially reasonable efforts to maintain Monthly Availability for the Liferay Analytics Cloud at or above 99.95%, except for: (a) Unscheduled Maintenance resulting in planned downtime of which Customer has been given advance notice or Scheduled Maintenance (together “Planned Downtime”), or (b) any unavailability caused by circumstances beyond Liferay’s reasonable control, including without limitation, force major, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Liferay employees), internet or web service provider failures or delays, or denial of service attacks (“Exculpated Downtime”).

As used in this Section:

- (a) “Monthly Availability” or “MA” is calculated using the following equation: $MA = 100\% - ((DT/43800) * 100\%)$; and
- (b) “DT” or “Down Time” is defined as the total number of minutes of Complete Shutdown occurring in a calendar month that is not Scheduled Maintenance or Exculpated Downtime. For example, twenty-two (22) minutes of DT in a calendar month result in a Monthly Availability of 99.94%.

In the event that Monthly Availability of Liferay Analytics Cloud in a calendar month falls below 99.95%, Customer may request Service Credits. Such request must be submitted to Liferay in writing no later than five (5) working days from the end of the concerned calendar months. As used in this Section, “Service Credits” means an amount of credit granted by Liferay in connection with Liferay’s failure to meet its Monthly Availability obligations under this Section. The amount of Service Credits shall be calculated by applying the percentage indicated in Table 4.A-4 to the pro rata portion of the Fees paid by Customer for the use of Liferay Analytics Cloud in the concerned calendar month.

Table 4.A-4

MA Percentage	Service Credit calculation percentage
99.80 to 99.94%	5%
99.50 to 99.79%	10%
Below 99.49%	25%

Service Credits owed by Liferay to Customer shall be credited to Customer’s account with the concerned Cloud Subscription and applied to future or additional purchases of Liferay Cloud Subscriptions. In the event of a termination of all of Customer’s Cloud Subscriptions by Customer due to Liferay’s material breach of the Agreement, Liferay shall refund Customer the monetary amount (in the currency in which Fees were paid) equal to the Service Credits unused and remaining in Customer’s account. In the event of a termination for any other reason, the Service Credits shall expire.

SCHEDULE 4.B: LIFERAY CLOUD INFRASTRUCTURE SERVICES

Liferay Cloud Infrastructure Services (“**Infrastructure Services**”) is a “platform as a service” Subscription Benefit that enables deployment, management, use and hosting of Liferay Software on Liferay Cloud Infrastructure. For clarity and avoidance of doubt, Infrastructure Services are a Subscription Benefit, as described in Section 2.1 of the body of this Appendix, are included in certain Cloud Subscriptions as specified in an applicable Schedule and are not available for purchase on a standalone basis.

1. Definitions

“**Complete Shutdown**” means the production environment for the Customer Application is completely shut down due to an Incident.

“**Scheduled Maintenance**” is the Maintenance conducted at regular intervals and during the time windows specified at <https://help.liferay.com/hc/en-us/articles/360032562611-DXP-Cloud-Platform-Release-Schedule> (“Scheduled Maintenance Window”), which generally does not require the Infrastructure Services to be offline, but may lead to short periods of instability and downtime of up to one (1) clock hour.

“**Unscheduled Maintenance**” is Maintenance outside of the Scheduled Maintenance Window, required to resolve issues that are critical (e.g. security patches, fixes for Severity 1 Incidents) for the Liferay Cloud Infrastructure.

2. Scheduled and Unscheduled Maintenance

Liferay intends to periodically update, upgrade, backup, improve and/or discontinue certain functionality associated with the Infrastructure Services and Customer’s user experience. As a result, the Infrastructure Services may be substantially modified. Liferay reserves the right at any time to change and/or discontinue any or all of the Infrastructure Services (including the underlying platforms and application programming interfaces (“**APIs**”) and/or application binary interfaces (“**ABIs**”) which may inhibit Customer’s ability to use existing applications. Liferay will use reasonable efforts to provide advance notice of material changes to the Services on the applicable Infrastructure Services website.

If Liferay expects a downtime due to the Scheduled Maintenance, Liferay will notify Customer at least fourteen (14) days in advance. If Unscheduled Maintenance shall be required and Liferay expects any downtime due to the Unscheduled Maintenance, Liferay will notify Customer at least four (4) hours prior to the Unscheduled Maintenance. Any notifications of upcoming Maintenance will be provided via email to the Designated Contacts and include reason for the downtime, expected duration of the downtime and contact information.

Liferay will perform Unscheduled Maintenance to address Severity 1 issues. Liferay will address Severity 2 and Severity 3 issues through Scheduled Maintenance.

3. Availability and Service Credits

3.1 Monthly Availability

Liferay conducts continuous automatic and manual monitoring of the Infrastructure Services to proactively address any potential performance issues. Infrastructure Services provide for certain tools, which allow Customer to monitor its Customer Application.

Liferay will use commercially reasonable efforts to maintain Monthly Availability for the Infrastructure Services at or above 99.95%, except for: (a) Unscheduled Maintenance resulting in planned downtime of which Customer has been given advance notice or Scheduled Maintenance (together “**Planned Downtime**”), or (b) any unavailability caused by circumstances beyond Liferay’s reasonable control, including without limitation, force major, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Liferay employees), internet or web service provider failures or delays, or denial of service attacks (“**Exculpated Downtime**”).

“Monthly Availability” or “**MA**” is calculated using the following equation: $MA = 100\% - ((DT/43800) * 100\%)$

“**DT**” or “**Down Time**” is defined as the total number of minutes of Complete Shutdown occurring in a calendar month that is not Scheduled Maintenance or Exculpated Downtime. For example, twenty-two (22) minutes of DT in a calendar month result in a Monthly Availability of 99.94%.

Customer may view information about the average downtime for all Infrastructure Services’ assets and the applicable region(s), including historical data about downtimes, root cause and solution, through the applicable Infrastructure Services website.

3.2 Service Credits

In the event that Monthly Availability in a calendar month falls below 99.95%, Customer may request Service Credits. Such request must be submitted to Liferay in writing no later than five (5) working days from the end of the concerned calendar months. “Service Credits” means an amount of credit granted by Liferay in connection with Liferay’s failure to meet its Monthly Availability obligations. The amount of Service Credit amount shall be calculated by applying the percentage indicated in the table below to the pro rata portion of the Fees paid by Customer for the use of the applicable Cloud Subscription in the concerned calendar month:

Table 4.B-3.2

MA Percentage	Service Credit calculation percentage
99.80 to 99.94%	5%
99.50 to 99.79%	10%
Below 99.49%	25%

Service Credits owed by Liferay to Customer shall be credited to Customer’s account with the concerned Cloud Subscription and applied to future or additional purchases of Liferay Cloud Subscriptions. In the event of a termination of all of Customer’s Cloud Subscriptions by Customer due to Liferay’s material breach of the Agreement, Liferay shall refund Customer the monetary amount (in the currency in which Fees were paid) equal to the Service Credits unused and remaining in Customer’s account. In the event of a termination for any other reason, the Service Credits shall expire.