

# Liferay Certification Program Agreement

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING ANY OF THE BENEFITS ASSOCIATED WITH YOUR LIFERAY CERTIFICATION, IN PARTICULAR BEFORE REPRESENTING YOURSELF AS CERTIFIED BY LIFERAY. BY CLICKING YOUR ASSENT, SIGNING THIS AGREEMENT OR USING, ACCESSING OR CONSUMING ANY OF THE BENEFITS ASSOCIATED WITH YOUR LIFERAY CERTIFICATION, YOU SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF THIS AGREEMENT AND ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THE TERMS. THIS AGREEMENT WILL BECOME EFFECTIVE ON THE DAY YOU SIGNIFY YOUR ASSENT (“EFFECTIVE DATE”). IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU MUST NOT USE, ACCESS OR CONSUME ANY OF THE BENEFITS ASSOCIATED WITH YOUR LIFERAY CERTIFICATION, IN PARTICULAR YOU MUST NOT REPRESENT YOURSELF AS CERTIFIED BY LIFERAY.

This Liferay Certification Program Agreement (this "**Agreement**") contains the terms and conditions that govern your participation in the Liferay Certification Program (the "**Program**") and is an agreement between Liferay, Inc. ("**Liferay**") and the individual who signifies its assent to and acceptance of this Agreement ("**Participant**" or "**you**"). You signify your assent to and acceptance of this Agreement by either clicking your assent, signing this agreement or using, accessing or consuming any of the benefits associated with your Liferay certification, in particular by representing yourself as certified by Liferay.

## 1. Participation in the Liferay Certification Program.

In order to participate in the Program, you must (a) accept this Agreement, (b) complete the certification process documented at <https://www.liferay.com/certification> including the successful completion of any applicable exams or completion of any of the certification requirements, ("**Certification Requirements**"), (c) comply with all laws, rules and regulations applicable to the Program, including this Agreement.

## 2. Modifications.

Liferay may change the Program and this Agreement from time to time, including discontinuing the Program as a whole, or any aspect of it. We will notify you of changes by posting them on <https://www.liferay.com/certification> (the "**Certification Site**") or by otherwise notifying you in accordance with Section 10.1. You are responsible for checking the Certification Site regularly for changes. Changes will be effective as of the date such changes are posted or as otherwise provided in the notification. By continuing to participate in the Program, you agree to comply with the most current version of this Agreement, the Program and all additional requirements specified on the Certification Site. You will be allowed three (3) full calendar months from the date Liferay posts the changes to comply with any changed Certification Requirements. If you do not meet the most current Certification Requirements, Liferay may terminate your participation in this Program, and you may lose the rights to use any associated certifications, names or logos.

## 3. Use of Name and Logo.

Subject to the terms of this Agreement, including but not limited to your continued compliance with the applicable Certification Requirements, we grant you the limited right to use the name of the specific Liferay certification that you have received and any specific Liferay marks associated with such certification ("**Liferay Marks**") for so long as such certification is valid or until revoked or terminated as set forth in this Agreement. You may not use these Liferay Marks in combination with any other trade name, trademark or service mark without the prior written approval of Liferay. You may use the Liferay Marks only in accordance with Liferay's published trademark usage policies located at <https://www.liferay.com/trademark>.

Liferay reserves the right to change, modify or replace any Liferay Mark at any time, and you agree to comply with such changes at your sole cost. If Liferay determines that you are using (a) the Liferay Marks improperly and/or (b) in connection with goods or services not covered under this Agreement or the scope of the certification, Liferay shall have the right to immediately terminate this Agreement if such breach is not remedied within two (2) business days following receipt of notice from Liferay regarding improper use of the Liferay Marks. Use of the Liferay Marks other than as expressly permitted in this Agreement is a material breach of this Agreement. You agree that any use of the Liferay Marks after expiration or termination of the Agreement for any reason will cause Liferay irreparable harm. No title or ownership of the Liferay Marks or of any Liferay trademarks, software, technology or intellectual property of Liferay is transferred to you under this Agreement. Liferay retains all rights not expressly granted to you under this Agreement. You agree not to register or use any mark, uniform resource locator (URL), Internet domain name, or symbol that is confusingly similar to any of the Liferay Marks or any other trademark, trade name or service mark of Liferay.

#### **4. Confidentiality, Publicity and Professional Practices**

4.1 You agree to use all nonpublic information disclosed by Liferay, its affiliates, certification exam providers or their respective employees, contractors or agents that is either designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential (“Confidential Information”) only for the intended purpose for which it was disclosed to you and to not otherwise use, disclose, reproduce, copy, transmit, distribute or make derivative works of any Confidential Information.

4.2 You agree that Liferay certification exams, including exam questions and answers thereto, constitute Liferay Confidential Information and trade secrets and may not be disclosed to or discussed with others or posted or published in any forum or through any medium. If you violate this provision you may be decertified and terminated from the Program and/or permanently ineligible to participate in the Program.

4.3 You will not misrepresent or embellish the relationship between Liferay and you (including by expressing or implying that we support, sponsor, endorse or contribute to you or your business endeavors), or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Agreement.

4.4 At all times when you are presenting yourself as certified by Liferay or otherwise conducting any business activity in relation to any Liferay products and services, you will: (a) conduct your activities in a professional and workmanlike manner; (b) conduct your business in a way that does not adversely affect Liferay’s reputation or goodwill; (c) not make any representations, warranties or guarantees to third parties with respect to Liferay’s products and services; (d) not misrepresent your certification status or your level of skill regarding Liferay’s technology and/or products; (e) engage in deceptive, misleading, or unethical practices and (f) comply with all applicable laws, regulations and orders of any governmental or regulatory authority.

#### **5. Privacy.**

You acknowledge and agree that Liferay collects certain information about you to operate and run the Program. Liferay uses and protects that information in accordance with the Liferay Privacy Policy, the current version of which is available at <https://www.liferay.com/about-us/privacy>. You also agree that the Liferay certifications you have earned and your Program activities may be tracked and associated with your personal information including but not limited to on the Liferay website. You agree that we may share your information with our third-party contractors in connection with the administration of certification exams. You grant Liferay the right to publish your name, contact information, including web site URLs, Liferay certifications and certification status, in whole or in part, in connection with your participation in the Program. We may also verify the status of your Liferay certification(s) to any third parties who inquire about such status.

#### **6. Disclaimers.**

THE PROGRAM IS PROVIDED "AS IS" AND LIFERAY, ITS AFFILIATES, LICENSORS AND

CERTIFICATION EXAM PROVIDERS DO NOT GUARANTEE YOUR SATISFACTION WITH THE PROGRAM OR YOUR RESULTS. LIFERAY AND ITS AFFILIATES, LICENSORS AND CERTIFICATION EXAM PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE PROGRAM. EXCEPT TO THE EXTENT PROHIBITED BY LAW, LIFERAY AND ITS AFFILIATES, LICENSORS AND CERTIFICATION EXAM PROVIDERS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

#### **7. Limitations of Liability.**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, LIFERAY AND ITS AFFILIATES, LICENSORS AND CERTIFICATION EXAM PROVIDERS WILL IN NO EVENT BE LIABLE TO YOU FOR ANY DIRECT OR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PURE ECONOMIC LOSS, COSTS, DAMAGES, EXPENSES OR EXEMPLARY DAMAGES INCLUDING WITHOUT LIMITATION ANY LOST PROFITS; LOSS OF BUSINESS; LOSS OF ANTICIPATED SAVINGS; DEPLETION OF GOODWILL AND SIMILAR LOSSES; INVESTMENTS, EXPENDITURES OR COMMITMENTS RELATED TO THE PROGRAM, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER LIFERAY NOR ANY OF ITS AFFILIATES, LICENSORS OR CERTIFICATION EXAM PROVIDERS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT OR DAMAGES ARISING IN CONNECTION WITH: YOUR FAILURE TO ACHIEVE A LIFERAY CERTIFICATION OR OTHER INABILITY TO PARTICIPATE IN THE PROGRAM, INCLUDING AS A RESULT OF ANY (A) TERMINATION OR SUSPENSION OF THIS AGREEMENT, OR (B) OUR DISCONTINUATION OF A CERTIFICATION, ANY OTHER PART OR ALL OF THE PROGRAM; OR (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE PROGRAM.

#### **8. Indemnification.**

You will defend, indemnify and hold harmless Liferay and its affiliates, licensors and certification exam providers and each of their respective employees, officers, directors and representatives from and against any claims, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) your participation in the Program; (b) your use of any Liferay Mark in a manner not authorized by or consistent with this Agreement; (c) any representations, warranties, or guarantees you make to third parties with respect to Liferay or the specifications, features, or capabilities of any of the Liferay products or services; (d) any misrepresentation or embellishment by you of your relationship with Liferay; (e) your breach of this Agreement or violation of applicable law; (f) a relationship between you and any third party; (g) the performance, promotion, sale or distribution of your services while presenting yourself as certified by Liferay; or (h) the termination of this Agreement by Liferay pursuant to the terms herein. In the event Liferay seeks indemnification from you under this provision, Liferay will promptly notify you in writing of the claim(s) brought against Liferay for which it seeks indemnification. Liferay reserves the right, at its option, to assume full control of the defense of such claim with legal counsel of its choice. If it so undertakes, any settlement of such claim requiring payment from you will be subject to your prior written approval. You will reimburse Liferay upon demand for any expenses reasonably incurred by Liferay in defending such a claim, including, without limitation, attorney's fees and costs, as well as any judgment on or settlement of the claim in respect to which the foregoing relates.

#### **9. Term and Termination.**

The term of this Agreement will begin on the Effective Date and will continue until terminated by either party or until you hold no longer any valid Liferay certifications.

Either party may terminate this Agreement for any reason by providing the other party thirty (30) days advance notice. Liferay may terminate this Agreement immediately at any time upon written notice to you

if (a) you fail to comply with any applicable Certification Requirements or otherwise fail to comply with any of the terms of this Agreement; (b) you engaged in misappropriation or unauthorized disclosure of any trade secret or Confidential Information of Liferay; or (c) you engaged in any other activities prohibited by law or that compromises the integrity of Liferay. Upon any termination of this Agreement, all your rights under this Agreement immediately terminate, all Liferay certifications you hold will immediately become invalid, you will immediately cease to hold yourself out as holding any Liferay certifications, and you will immediately cease all use of the Liferay Marks. Sections 4.1-4.2, 5, 6, 7, 8, 9 and 10 will continue to apply in accordance with their terms.

## **10. Miscellaneous.**

**10.1 Notices.** All notices required or permitted by this Agreement will be sent to you at the most recent email address provided by you. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address associated with your account at the time we send the email, whether or not you actually receive the email. All notices required by this Agreement to be sent to Liferay must be addressed to the following address: Liferay, Inc., 1400 Montefino Avenue, Diamond Bar, CA 91765, Attention: Certification Program, Fax: +1 866 497 9792

**10.2 Independent contractors.** The parties are independent contractors. This Agreement does not create an employer-employee relationship, partnership, joint venture, or agency relationship, and does not create a franchise nor does a Liferay certification ensure that you will qualify for any particular employment. You may not make any representation, warranty or promise on Liferay's behalf.

**10.3 No exclusivity.** Both parties reserve the right (a) to develop or have developed products, services, concepts, systems or techniques that are similar to or compete with the products, services, concepts, systems or techniques developed or contemplated by the other party and (b) to assist third-party developers or systems integrators who may offer products or services which compete with the other party's products or services.

**10.4 Assignment.** You will not assign, transfer or sublicense this Agreement, or any right (including but not limited to any Liferay certifications) granted under this Agreement, in any manner. Any attempted assignment, transfer or sublicense, by operation of law or otherwise, will be null and void.

**10.5 No Waivers.** The failure or delay by Liferay to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit Liferay's right to enforce such provision at a later time. All waivers by Liferay must be in writing to be effective.

**10.6 Severability.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to the effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

**10.7 Governing Law and Venue.** The validity, interpretation and enforcement of this Agreement will be governed by and construed in accordance with the substantive laws of the State of California without giving effect to the conflicts of laws provisions thereof. To the extent permissible by law, the terms of the United Nations Convention on Contracts for the International Sale of Goods will not apply, even where adopted as part of the domestic law of the country whose law governs the Agreement. Any claim, controversy or dispute arising out of, or in connection with, or with respect to the validity, interpretation and/or enforcement of the Agreement, including the breach thereof, will be finally settled exclusively in the state or federal courts in Los Angeles County, California.

**10.8 Entire Agreement.** This Agreement is the entire agreement between you and Liferay regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements or communications between you and Liferay, whether written or verbal, regarding the subject matter of this Agreement. Liferay will not be bound by, and specifically object to, any

term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document.