



APPENDIX 3: TRAINING SERVICES

This Appendix 3, which includes the documents referred to in this Appendix 3 (together, the “**Appendix**”), describes the fee bearing training courses (“**Courses**”) and the associated Training Services (as defined in Section 1 below), which Liferay offers as part of these Courses. Any capitalized terms in this Appendix, which are not defined in this Appendix, have the meaning defined in the agreement to which this Appendix applies, such as the Liferay Enterprise Services Agreement (the “**Agreement**”).

The Unit for Courses is a “**Seat**” which means the entitlement for one individual person to participate in a Course and receive the associated Training Services. Whether Customer purchases Seats from Liferay directly or through one of its authorized Business Partners, Liferay agrees to provide the Courses and the Training Services to Customer on the terms described in this Appendix and the Agreement. In exchange, Customer agrees to comply with the terms of the Agreement, including this Appendix.

1. Courses

Courses are available as publicly available courses (“**Public Courses**”) and Courses that are exclusively held for Customer and not available for public enrollment (“**Private Courses**”). Courses entitle Customer to receive access to certain Software, other Course Materials (as defined below) and/or other Services as described in this Appendix (collectively “**Training Services**”). The course descriptions for various Public Courses are set forth at <http://www.liferay.com/services/training/topics> and the scope of any Private Courses will be as agreed between Customer and Liferay in the applicable Order Form.

2. Rights in Course Materials.

“**Course Materials**” means the training products, materials, methodologies, software and processes, in verbal, recorded, written, electronic or other form, provided by Liferay in connection with a Course or developed during the performance of the Training Services associated with a Course and all intellectual property rights related thereto. As between Liferay and Customer, the Course Materials are the sole property of Liferay or a Liferay Affiliate and are copyrighted by Liferay unless otherwise expressly indicated. Course Materials are provided solely for use by the Customer’s participants in the Course and no other individual. Course Materials may not be copied or transferred to any other individual or third party without the prior written consent of Liferay. Course Materials are Liferay’s Confidential Information. For the avoidance of doubt and without limiting the generality of the foregoing, no part of the Course Materials may be modified, amended, photocopied or duplicated by any means, whether photographic, or electronic, or mechanical, or sold or distributed in any other delivery format whether in print or electronic, or used as the basis for any other training product or service, without written permission from Liferay. The foregoing restrictions are not intended (i) to limit Customer’s rights to software code provided under the terms of an open source license or (ii) to limit Customer’s rights under, or grant Customer rights that supersede, the license terms of any Software as set forth in Section 3 below.

3. Software

As part of the Training Services Liferay will provide Customer access to (and, in order to successfully participate Customer will need to use) certain software as listed in the table below (“**Software**”). This Software is subject to certain terms and conditions as stated in the End User License Agreements set forth in the table below. Upon acceptance of the Order Form to which this Appendix 3 applies, Customer hereby confirms that it also accepts and agrees to these EULA terms with respect to Customer’s use of the Software.

Table 3

| Software | EULA |
|---|---|
| Liferay Developer Studio | http://www.liferay.com/end-user-license-agreement-for-liferay-developer-studio |
| Liferay Sync | https://www.liferay.com/legal/doc/eula-liferay-sync |
| Any other Liferay Software provided by Liferay as part of the Training Services | http://www.liferay.com/evaluation-license-agreement-for-liferay-software |

4. Customer Responsibilities

4.1 General. Customer is responsible for (i) enrollment of Customer’s personnel in the appropriate Course(s) (ii) determining whether Customer’s personal are appropriate and capable enough for enrollment in the Course(s), and (iii) attendance by Customer’s personnel at the scheduled Course(s).

4.2 Equipment and Facilities. For Private Courses delivered at a site designated by Customer, Customer will supply the facility and equipment meeting the requirements set forth at <http://www.liferay.com/legal/doc/app3/sitereqs>, unless otherwise agreed in an Order Form. If Liferay agrees to provide the facilities and equipment for a Course, Customer acknowledges and agrees that it shall be liable for any loss or destruction of this equipment and hardware used in connection with the Course. Customer shall be responsible for obtaining all third party consents and cooperation necessary for the performance of the Training Services.

4.3 Payment and Expenses. Unless otherwise explicitly agreed in an Order Form, (i) payment for Seats in Public Courses must be received in full prior to the delivery of the associated Course in order to ensure a Seat, (ii) out-of pocket expenses, such as travel, lodging, food, transportation, tools and other expenses incurred in the delivery of the Private Courses (“**Expenses**”) are not included in the Fees and Liferay will invoice Customer for the Expenses upon completion of the Courses or in accordance with the Cancellation Policy set forth in Section 5 and up to the agreed maximum amount, if applicable and (iii) if Liferay and Customer have agreed on a fixed daily or total amount for Expenses, then Liferay will invoice Customer for Expenses for the relevant days during the applicable month regardless of the actual Expenses incurred. For meals and incidentals Liferay and Customer may agree on a fixed per diem amount.

5. Scheduling and Cancellation. Upon execution of the Order Form to which this Appendix applies and, if required by Customer, receipt of a Purchase Order from Customer, a Liferay training administrator will work with Customer to meet Customer’s scheduling requests for Private Courses. Customer hereby confirms that it acknowledges and agrees to the cancellation policies and the procedures for rescheduling of Courses available at www.liferay.com/legal/doc/app3/cancellation_1201601. Customer must use all ordered Seats within one (1) year of the date of purchase; any unused Seats will be forfeited.