APPENDIX 4: LIFERAY DXP CLOUD SERVICES

Liferay's DXP Cloud Services enable the development, deployment, hosting and management of Liferay DXP software and certain add-on software and services in a cloud infrastructure provided by Liferay. The different types of Liferay's DXP Cloud Services are listed in Section 6 below. This Appendix 4, which includes the documents referred to in this Appendix 4 (together, the "**Appendix**"), describes the terms and conditions applicable to the fee bearing "Liferay DXP Cloud" Subscriptions that Liferay offers (for purposes of this Appendix such Subscriptions shall be referred to as "**Cloud Subscription(s)**" and the Services bundled in these Subscriptions as "**Cloud Services**").

While the main body of this Appendix describes the generic terms and conditions that apply to all Cloud Subscriptions, the Schedules describe specific Cloud Subscriptions and any additional terms and conditions applicable to them. In any event of inconsistency, the terms of the Schedules prevail over the terms of the main body of this Appendix. 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 the Appendix referred to as "**Agreement**").

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.

"**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 Services, and not provided by Liferay.

"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 in accordance with Schedule 1.A.

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

"Liferay Cloud Infrastructure" means the cloud-based 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 Cloud Services. 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 Cloud Services as set forth in Section 6 or as 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.

2. Benefits of the Cloud Services Subscriptions

Cloud Services provide Customer with one or more of the following benefits as specified in the Schedule applicable to the relevant Cloud Subscription, as identified in Section 6 below, during the applicable Subscription Term ("**Subscription Benefits**"):

2.1 Cloud Access

Liferay will provide Customer access to the respective Cloud Services which may include, as applicable, the Liferay Cloud Infrastructure (as further described in Schedule 1.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 Cloud Subscription (collectively, "**Cloud Access**").

2.2 Access to Customer Portal

Liferay will provide Customer 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, Updates, newsletters, as well as access to all versions of Liferay Software throughout their respective life cycle as set forth in the EOSL Policy and the applicable Third-Party Software for electronic download from Liferay's Customer Portal ("**Customer Portal Access**"). The applicable Software made available through the Customer Portal for each Cloud Subscription and any end user license agreements ("EULAs") applicable to such Software are specified in the applicable Schedule identified in Section 6 below. Customer accepts and agrees to the terms of such EULA(s) as a precondition to receiving applicable Subscription Benefits in connection with such Software.

2.3 Maintenance

Liferay will periodically update the Cloud Services or make Updates for Liferay Software provided as part of a Cloud Service available for electronic download from Liferay's website, as further specified in the applicable Schedules ("**Maintenance**").

2.4 Support

Liferay (and/or a Liferay Business Partner, if applicable) will provide Customer with access to Liferay support for issues relating to Cloud Services (**"Support"**) through Liferay's web based issue tracker application to the Liferay support team for investigation or through phone and chat, as further described in Schedule 1.A.

3. Subscription Fees

Liferay charges a Fee for the Cloud Subscriptions based on the total number of Units of measure and certain other parameters like the applicable Support Level. The Units and other applicable parameters for Cloud Subscriptions are described in this Appendix (including the applicable Schedules) and identified in the applicable Order Form. While Customer has a Cloud Subscription entitling Customer to receive Cloud Services, Customer is required to purchase a quantity of Cloud Subscriptions equal to the total number of Units applicable to that Cloud Subscription (including variants or components of the Software or Cloud Services) that Customer deploys, uses or executes. In addition, if Customer uses any of the Cloud Services to support or maintain Liferay Software

(or any part thereof) or any software that is not Liferay Software then Customer must purchase Cloud Subscriptions equal to the amount of Units applicable to that Liferay Software for which Customer uses Cloud Services. 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 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 any activity through those Accounts, either by End Users or third parties resulting of any unauthorized access to the Cloud 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 Services

(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 use the Cloud Services 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 Cloud Subscriptions from Liferay or a Business Partner. Customer acquires only the right to use the Cloud Services and Software as set forth in this Appendix but does not acquire any rights of ownership in the Cloud Services or Software. Liferay reserves all rights to the Cloud Services (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 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 Cloud Services (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 of the Cloud Services (including any Software), in whole or in part. **(iii) Use by Third Parties.** The Cloud Services 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 Cloud Services to a third party; (ii) reverse engineer, translate, modify, loan, convert or apply any procedure or process to the Cloud Services 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 Cloud Services, Liferay Software or any trade secret information or process contained in the Cloud Services (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 Services, or create a derivative work of any part of the Cloud Services including but not limited to, any software utilized by Liferay in the provision of the Cloud Services; (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 Cloud Services (whether or not obtained with Liferay's assistance) to any third party; (vi) use Cloud Services or Software for the purpose of building a competitive product or service to the Liferay Software or Cloud Services or copying the Software's or Cloud Services features or user interface; (vii) use the Cloud Services 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 Cloud Services 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 Cloud Services Fees for each Unit for which Customer utilizes the Cloud Services or Software in connection with such 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 Cloud Services 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 Cloud Services contain or are otherwise subject to Limiting Devices, Liferay will provide Customer with materials necessary to use the Cloud Services 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 Cloud Services, including but not limited to, resetting the Unit amount.

4.3.4 Derivative Works

Customer acknowledges and agrees that title to the Cloud Services including but not limited to, any software utilized by Liferay in the provision of the Cloud Services and each component, copy and modification, including but not limited to all derivative works, transformations, 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 Cloud Services (i.e. non-Derivative Works).

5. Subscription Term, Termination and Suspension

5.1 Subscription Term

Unless otherwise agreed by the parties in writing, Cloud Subscriptions (i) will begin on the date Liferay accepts Customer's order for the applicable Cloud Subscriptions (please note that the foregoing does not limit Customer's obligation to pay for Cloud Services 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 Cloud Services, disable access to the Cloud Service for Customer or Customer Users or take down Customer Content immediately, if Liferay reasonably believes Customer or Customer Users have breached the Agreement, applicable law or have violated or are violating any third party rights, 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 Cloud Services 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.

6. Available Cloud Subscriptions Applicable Schedules

Table 6 below sets forth various Cloud Subscriptions that Liferay offers. The applicable Schedules for each Subscription listed in Table 6 contain specific information,l terms and conditions regarding the relevant Cloud Subscriptions.

Table 6

Subscriptions	Description	Schedule
Liferay DXP Cloud	Liferay DXP Cloud is Liferay's offering of "Liferay DXP" Software preinstalled in the Liferay Cloud Infrastructure.	**4.C**
Enterprise Search for DXP Cloud	Enterprise Search for DXP Cloud Subscriptions provide certain search server functionalities.	**4.D**
Liferay Analytics Cloud for DXP Cloud	Liferay Analytics Cloud is a software-as-a-service ("SaaS") offering providing data-driven insights that enable users to optimize digital experiences created on Liferay DXP.	**4.D**
Liferay Paid App DXP Cloud Add-On	Liferay Paid Apps DXP Cloud Add-On Subscriptions provide for additional coverage for Liferay apps available through Liferay's Marketplace.	**4.D**
Third Party Add-On	Various Subscriptions to third party services and offerings.	**4.D**
Designated Contacts	Designated Contacts DXP Cloud Add-On Subscription enables adding further Designated Contacts.	**4.D**
Extended Premium Support for DXP Cloud	Extended Premium Support Subscription extends the benefits associated with the Premium Support Phase for Maintenance and Support of certain Liferay Software into the Sustained Support Phase.	**4.D**
Liferay Commerce for DXP Cloud	Liferay Commerce for DXP Cloud is Liferay's digital commerce platform preinstalled in the Liferay Cloud Infrastructure.	**4.E**

7. External Offerings, Content, Linking

Certain External Offerings may be made available for use on or in connection with the Cloud Services. 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 nor implies that the External Offerings will interoperate with any Cloud Services (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 provider and do not apply to Liferay. Liferay and its licensors and vendors have no obligations and/or liability with respect to such third party 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 Cloud Services 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 Services, which should not be interpreted as endorsement of Liferay of such third party sites or the company, products, services or content to which they link as they are not under Liferay control, Liferay has not reviewed or is otherwise responsible for them and Liferay is not responsible for the content of any linked site or any link contained in a linked site. If Customer decides to access any third party site, 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 make Cloud Services available 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, transform and communicate to the public (including the right of making available) in any media Customer Content for the purpose of providing the Cloud 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 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 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 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 Services 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 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 may provide as part of the Cloud 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 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 Cloud Services (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 Cloud Services, or has obtained unauthorized access to Customer's Accounts, the Customer Content and/or Cloud 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 the Cloud Services, 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 Cloud Services 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 Cloud Subscription Services ("**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 Subscription Fees 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 for which relief is sought under the Agreement; (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 (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 any release of the Cloud Content if, as of the date of a Claim the infringement or misappropriation would not have occurred through use of a more recent release of the Cloud Content, as applicable; (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 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 Customer acknowledges that for purposes of delivering the Cloud Services Liferay engages the Affiliates and 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 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.

11.4 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 Service. 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 Effective Date of the Order Form governing Customer's use of the applicable Cloud Service.

11.5 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 Services in accordance with the Data Protection Laws. Customer shall refrain from uploading and/or, if required to assure compliance with the Data Protection Laws, remove, Personal Data from the Cloud Services to the extent processing of such Personal Data through the Cloud Service 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 Services. As between the parties, Customer is solely responsible for its own secure use of the Cloud Services, including, without limitation, compliance with Customer's own security policies, its use and distribution of access credentials.

11.6 Either Party shall inform the other Party of any suspected or actual unauthorized access to the Personal Data resulting in unauthorized alteration, disclosure or loss of Personal Data stored in the Cloud 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 Service.

11.7 Upon Customer's written request to be made no later than fourteen (14) days upon expiration of Customer's Cloud Services Subscription, Liferay will provide Customer with access to the Cloud 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 Personal Data stored by Customer in the Cloud 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 Services.

11.8 Customer agrees to notify Liferay of any intent to upload, store or process any Personal Data subject to the EU General Data Protection Regulation 2016/679 ("GDPR") in the Cloud Services prior to uploading any such Personal Data to the Cloud Service. In such case Customer agrees, as a precondition to such uploading, storage or processing, to comply with the Data Processing Addendum located at www.liferay.com/legal/doc/DPA/1001810 ("DPA"), which terms are incorporated by reference into this Appendix. Customer shall execute and return an executed copy of the DPA to Liferay. 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 Personal Data subject to the GDPR.

11.9 For clarification, either Party understands and agrees that processing of the business contact data of the employees or third parties involved in 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 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 Services. Liferay will use such usage statistics related to Customer's use of the Cloud Service 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 Service 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 Services.

Liferay will provide Support to Customer according to the terms of this Schedule 4.A.

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 inoperable, 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.

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 4.A-2

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

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 4.A-3

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

4. Support Exclusions

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

i. Software or Cloud 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).

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.

Liferay Cloud Infrastructure Services ("Infrastructure Services") is a "platform as a service" Cloud Service that enables deployment, management, use and hosting of Liferay Software on Liferay Cloud Infrastructure. For clarity and avoidance of doubt, Infrastructure Services are a Cloud Service, 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 months falls below 99.95%, Customer may request a service credit. Such request must be submitted to Liferay in writing no later than five (5) working days from the end of the concerned calendar months. The service credit amount shall be calculated by applying the percentage indicated in the table below to the pro rata portion of the Subscription Fees paid by Customer for the use of the applicable Cloud Subscription in the concerned calendar month ("Service Credits"):

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 Subscription 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.

1. Liferay DXP Cloud Subscription

1.1 Liferay DXP Cloud

"Liferay DXP Cloud" is Liferay's Cloud Subscription offering of Liferay Software known as "Liferay Digital Experience Platform" or "Liferay DXP" preinstalled for development, deployment, management, use and hosting in the Infrastructure Services.

A Liferay DXP Cloud Subscription provides Customer the following Subscription Benefits during the Subscription Term and on a per Unit basis applicable to the Liferay DXP Cloud Subscription: Access to the Cloud Services known as "Liferay DXP Cloud" and Infrastructure Services, Customer Portal Access, Maintenance and Support for the Liferay DXP Software and for Infrastructure Services (as described in Schedule 4.B). As used in this Schedule 4.C, "Software" means the software known as Liferay DXP.

Liferay will make available the Software, and Updates and Documentation thereto, to Customer for download from Liferay's Customer Portal. Copies of such Software, Updates and Documentation downloaded from Liferay's Customer Portal and used for Development Purposes and Maintenance are governed by the Liferay DXP End User License Agreement located at: https://web.liferay.com/legal/doc/eula/dxp/1001911_cloud ("DXP EULA"). For clarity, the usage rights for Instances used for Production, Non-Production or Back Up Purposes are limited to the Instances of Liferay DXP Software preinstalled by Liferay for Customer in the Liferay Cloud Infrastructure. Each copy of Software provided for Development Purposes provides Customer an entitlement to use the Software limited to use on one (1) development workstation and for up to ten (10) unique IP addresses, as further described in the DXP EULA.

The Unit by which Liferay measures a Customer's use of the Liferay DXP Cloud Subscription is an Instance of the Software component known as "Liferay DXP" preinstalled by Liferay for the Customer in the Liferay Cloud Infrastructure. Each such Subscription Unit is defined by the Sizing of an Instance and its Designated Purpose. Available Sizing options are as described in the following table:

Table 4.C-1.1

Sizing	Number of vCPUs that will be accessible by each Instance	Memory assigned to each Instance
S	Up to twelve (12)	Up to 16 GB
M	Up to sixteen (16)	Up to 32 GB
L	Up to thirty two (32)	Up to 64 GB

*Each Subscription provides for an unlimited number of Accounts. An Account designated by Customer as an "administrator" is enabled to add additional Accounts.

Liferay DXP Cloud Subscriptions are also made available by Liferay in bundled packages of Instances, sometimes together with Units of other Subscriptions. The applicable Unit for each such package is a "Package". Where applicable, an Order Form will identify the contents of a Package.

If the number of Instances that Customer deploys, uses or executes Liferay DXP exceeds the number of Instances for which Customer has paid for an active Liferay DXP Cloud Subscription, Customer is required to purchase additional Liferay DXP Cloud Subscriptions, at the appropriate Sizing and for the appropriate Designated Purpose, to cover this exceeding number of Instances. If Customer's Liferay DXP Cloud Subscription is used for an Instance that exceeds the allotted Sizing for such Instance, Customer is required to purchase the appropriate Sizing of Instance to cover the exceeded capacity. Customer's use of the Liferay DXP Cloud Subscriptions is subject to certain capacity limitations as set forth in the Documentation.

Liferay DXP Cloud Subscriptions are available for the following Designated Purposes: Non-Production, Production or Backup.

1.2 Supplemental Software Conditions

Liferay DXP Cloud Subscriptions also include access to Software solutions and tools for download from Liferay's website. Except for the cases listed below, the Software is licensed under the DXP EULA and includes access to Maintenance and Support for such Software.

- Some Software provided as part of Liferay DXP is designed to be used on workstations, e.g. Software provided for Development Purposes or to be used on the client-side as connectors to server based software. These Software components are identified at https://liferay.com/legal/client-side and subject to a different EULA located at https://web.liferay.com/legal/doc/eula/clients/1001911_cloud and limited to the Subscription Term of Customer's applicable Cloud Subscription. Any Updates in response to Incidents reported for workstation and client-side installations of Software are generally limited to new versions and releases of the affected Software due to additional collaboration required with development teams for analysis of root causes. Liferay may nevertheless provide software fixes, updates, upgrades, enhancements, additions, corrections, modifications, when and if they are made available.

- Free Liferay Subscription Apps. Access to Free Liferay Subscription Apps is included with a Liferay DXP Cloud Subscription without additional Subscription Fees and made available in the "Subscription App" category of Liferay's Marketplace (displayed as "Free" Apps), rather than through Customer Portal, subject to DXP EULA and limited to the Liferay DXP Cloud Subscription Term.

- Liferay Lab Apps. Liferay provides certain preview-based technology called "Liferay Labs Apps" without any Subscription Benefits, subject to the DXP EULA and limited to the Liferay DXP Cloud Subscription Term.

2. Auto-Scaling

Liferay DXP Cloud Subscriptions includes a feature that allows Customer to deploy and use additional Instances of Liferay DXP Cloud Subscriptions in excess of the number of Instances for which Customer maintains active Liferay DXP Cloud Subscriptions ("Base DXP Cloud Subscription") and 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 DXP Cloud console.

Pricing for each Instance of Liferay DXP 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.C-1.1.

Liferay will issue an invoice to Customer for Fees applicable to use of Auto-Scaling after each quarter that 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 DXP Cloud Subscription, rounded up to the nearest whole hour.

3. Migrating Customer Application off of the Liferay Cloud Infrastructure

Customer may, at any time during the Subscription Term of its valid Liferay DXP Cloud Subscription, 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 Instances of Liferay DXP 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 DXP 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 BackUp) for which Customer is maintaining an active Liferay DXP Cloud Subscription. Customer's use of the Instances of the Liferay DXP Software outside of Liferay Cloud Infrastructure, including any Updates provided to Customer as part of the Maintenance during the Term of Customer's Liferay DXP Cloud Subscription and installed by Customer outside of Liferay Cloud Infrastructure, provided within the migration process, is exclusively governed by the terms of the DXP EULA.

1. Enterprise Search for DXP Cloud Subscriptions

Enterprise Search for DXP Cloud Add-On Subscriptions provide access to certain Third-Party Software preinstalled by Liferay in the Liferay Cloud Infrastructure ("Search Software"). This Search Software is a search server with additional functionality and capabilities

In addition, the Liferay Enterprise Search for DXP Cloud Add-On Subscription includes Support and Maintenance for the Search Software, provided that Support requires an active underlying Liferay DXP Cloud Subscription.

The Search Software is made available for download from the Search Software provider's website with the purchase of the applicable Add-On Subscription and is licensed under the EULA(s) located at: www.liferay.com/legal/enterprise-search-eula. Any server-side Liferay Software that enables the use of the Search Software provided under Liferay Enterprise Search for DXP Cloud Add-On Subscription is governed by the terms and conditions of the Liferay DXP EULA as set forth in Schedule 4.C-1.1 above.

The Unit for Enterprise Search Add-on Subscription is an Instance.

Enterprise Search Add-On Subscriptions and the Search Software may only be used in connection with Customer's use of Liferay DXP Cloud Subscriptions.

2. Liferay Analytics Cloud for DXP Cloud Subscription

2.1 Liferay Analytics Cloud Subscription Plans

The Unit for Liferay Analytics Cloud for DXP Cloud ("LAC") Subscriptions is a Plan. The Pricing for each Plan is defined by the maximum number of Named Individuals and maximum number of Page Views, as set forth in the Table below:

Table 4.D-2.1

Plan	Max. Number of Named Individuals	Max. Number of Page Views
Business	10,000	5,000,000
Enterprise	100,000	60,000,000

*Each Plan provides for an unlimited number of Customer Users.

Customers must acquire a LAC Subscription with the appropriate Plan (Business or Enterprise) based on the estimated number of Named Individuals visiting Customer's Page and Page Views in the applicable Subscription Term. If the number of Named Individuals or Page Views for which Customer utilizes LAC Subscription exceeds the number of Named Individuals or Page Views for which Customer has an active LAC Subscription in the applicable Subscription Term, Customer is required to immediately upgrade to the appropriate Plan or purchase appropriate LAC Add-On Subscriptions as set forth in Section 6.2 below to cover this exceeding number of Named Individuals and Page Views for the remainder of the Subscription Term. The Fees for the higher Plan or Add-On Subscription will be applied on pro-rata basis based on the remainder of the Subscription Term beginning with the day on which either the maximum number of Named Individuals or Page Views is exceeded, whichever occurs first.

During the Subscription Term, Customer's LAC Subscription provides Customer with the following Subscription Benefits: Cloud Access (to LAC Cloud Service), Customer Portal Access, and Support. Documentation applicable to LAC can be accessed at: https://help.liferay.com.

Liferay intends to periodically update, upgrade, backup, improve and/or discontinue certain functionality associated with LAC and Customer's user experience. As a result, LAC may be substantially modified. Liferay reserves the right at any time to change and/or discontinue any or all of LAC (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 LAC on the applicable LAC Services website.

Support for LAC will be provided through a web-based issue tracker application. Customer may submit Incidents relating to LAC via chat. In addition, Customers utilizing LAC Subscriptions with the Enterprise Plan may report Incidents via phone. Chat and phone-based Support will be available during Business Hours. Notwithstanding anything to the contrary set forth in Schedule 4.A of this Appendix, Acknowledge Receipt Time for Incidents relating to LAC shall be one (1) Business Day irrespective of the channel used to submit an Incident, whereby priority will be given to the Incidents submitted by the customers utilizing LAC Subscriptions with the Enterprise Plan. Liferay is not obligated to provide Support if an Incident relates to Customer's integration of LAC with data sources based on any technology that is not software known as "Liferay DXP" or other technology not supported in accordance with https://liferay.com/services/support/compatibility-matrix.

Free trial access to LAC Subscriptions are available. Such free trials grant Customers up to 300,000 Page Views or 1,000 Name Individuals, for up to three (3) months.

2.2 Liferay Analytics Cloud Add-On Subscriptions
Customer may incrementally increase the Named Individual or Page View limits of its Business or Enterprise Plan by purchasing an appropriate LAC Add-On Subscription with the appropriate Plan, e. g. a LAC "5,000 Named Individuals" Add-On Subscription increases the maximum number of Named Individuals by 5,000 Named Individuals, while a LAC "5,000,000 Page Views" Add-On Subscription increases the maximum number of Page Views by 5,000,000 Page Views.

3. Liferay Paid Apps for DXP Cloud Add-On Subscriptions
Liferay Paid Apps are those Liferay Subscription Apps that are subject to Fees (displayed as "Paid" Apps) in the Liferay Marketplace and are not Free Liferay Subscription Apps. Liferay Paid Apps require an active Liferay DXP Cloud Subscription at the time of purchase. A Liferay Paid App Add-On Subscription may only be used with Liferay Software during the term of Customer's valid Liferay DXP Cloud Subscription.

A Liferay Paid App Add-On Subscription provides Customer the following Subscription Benefits during the Subscription Term and on a per Unit basis: Customer Portal Access, Maintenance and Support, provided that Support requires an active underlying Liferay DXP Cloud Subscription.

The Unit for Liferay Paid Apps Add-On Subscriptions is an Instance.

Liferay Paid App Add-On Subscriptions are available as "Standard" and "Developer" versions. The Developer versions have a limitation of ten (10) unique IP addresses.

4. Designated Contact Add-on Subscription
Designated Contact Add-on Subscriptions are available as optional add-on Subscriptions to an active Liferay DXP Cloud Subscription. Designated Contact DXP Cloud Add-on Subscriptions entitle Customer to an additional Designated Contact. The Unit for Designated Contact Add-on Subscriptions is the number of additional Designated Contacts.

5. Extended Premium Support DXP Cloud Subscription
The Extended Support DXP Cloud Subscription extends the benefits associated with the Premium Support Phase for Maintenance and Support of certain Liferay Software used by Customer within the scope of its Liferay DXP Cloud Service beyond the end of Premium Support Phase, as defined in the EOSL Policy. Extended Premium Support DXP Cloud Subscriptions must be purchased before the Premium Support Phase ends (as defined in the EOSL Policy).

Each Extended Premium Support DXP Cloud Subscription requires an underlying and active Liferay DXP Cloud Subscription. For example, the Liferay Extended Premium Support Subscription is not available for Customer Applications for which Customer does not have an active Liferay DXP Cloud Subscription.

If purchased, the Extended Premium Support DXP Cloud Subscription is provided for a period of up to three (3) years immediately following the end of the Premium Support Phase. The Unit, Designated Purpose and Support Level for Liferay Extended Premium Support DXP Cloud Subscriptions are the same as for Customer's underlying active Liferay DXP Cloud Subscription.

6. Third Party Add-On Subscriptions
Liferay resells certain third party Add-On Subscriptions for External Offerings (each, a "Third Party Subscriptions"). Such subscriptions will be identified on an applicable Order Form as a Third Party Subscriptions. Additionally, the applicable Order Form will identify the third party provider of the applicable Third Party Subscription and any end user terms applicable to the Third Party Subscription, which are entered into directly between Customer and the third party provider.

Any support services for such Third Party Services is not within the scope of Support and, if available to Customer, are subject to separate terms and conditions between Customer and the provider of the Third Party Services.

1. General

"Liferay Commerce for DXP Cloud" is Liferay's Cloud Subscription offering of Liferay Software known as "Liferay Commerce" preinstalled for development, deployment, management, use and hosting in the Liferay Cloud Infrastructure ("LC Cloud Subscription").

A LC Cloud Subscription provides Customer the following Subscription Benefits during the Subscription Term and on a per Unit basis applicable to the Liferay Commerce for DXP Cloud Subscription: Access to the Cloud Service known as "Liferay Commerce for DXP Cloud" and Infrastructure Services, Customer Portal Access (including access to Liferay Software known as "Liferay Commerce"), Maintenance and Support for the Software and for Infrastructure Services (as described in Schedule 4.B). As used in this Schedule 4.E, "Software" means Liferay Commerce.

The Unit by which Liferay measures a Customer's use of the Liferay DXP Cloud Subscription is an Instance of the Software component known as "Liferay DXP" preinstalled by Liferay for the Customer in the Liferay Cloud Infrastructure. Each such Subscription Unit is defined by the Sizing of an Instance and its Designated Purpose. Sizing is as described in the following table:

Table 4.E-1

Sizing	Number of Cores or vCPUs that will be accessible by each Instance
S	Up to twelve (12)
M	Up to sixteen (16)
L	Seventeen (17) or more

For each unique Customer Application for which Customer utilizes LC Cloud Subscriptions, if the number of Instances for which Customer utilizes LC Cloud Subscriptions exceeds the number of Instances for which Customer has an active LC Cloud Subscription, Customer is required to purchase additional LC Cloud Subscriptions to cover this exceeding number of Instances. If Customer's LC Cloud Subscription is used for an Instance that exceeds the allotted Sizing for such Instance, Customer is required to purchase the appropriate Sizing of Instance to cover the exceeded capacity.

LC Cloud Subscription pricing is available for the following Designated Purposes: Non-Production, Production or Backup.

Within each unique Customer Application, the number of the Instances, and their respective Sizing and Designated Purpose, of LC Cloud Subscriptions must align with the number of Instances, and their respective Sizing and Designated Purposes, of the underlying Liferay DXP Cloud Subscriptions.

LC Cloud Subscriptions also include access to certain other Software solutions and tools for download **("Supplemental Software")** licensed under the terms of the DXP EULA, Maintenance and Support for such Supplemental Software.

2. Use of Liferay Commerce Subscriptions for Community Users

To the extent Customer has been using a copy of "Liferay Commerce" software not modified by or on behalf of the Customer or a third party in any way (except using permitted methods of extending the Software defined in the Documentation, such as using the Liferay Plugins SDK and developing Liferay EXT Plugins) originally obtained under the terms of an open source license ("Copy"), and wishes to continue using such Copy under a LC Cloud Subscription, the following applies: (i) the components of the Copy licensed by Liferay under an open source license shall, as of the beginning of applicable Subscription Term, be deemed to be licensed under the DXP EULA; and (ii) notwithstanding anything to the contrary set forth in Section 1 of the main body of this Appendix, the term "Software" as used in this Appendix, shall for purposes of Liferay Commerce Subscriptions, include such Copy and certain Add-Ons.

3. Liferay Commerce Add-Ons

Certain Liferay Commerce Subscriptions combine the Subscription Benefits of a Liferay Commerce Subscription as described above with certain add-ons in the form of additional functionality, capacity or other additional services ("**Commerce Add-Ons**"). Any included Commerce Add-Ons will be identified in the applicable Order Form.

3.1 Liferay Commerce Software Add-Ons

If a Commerce Add-On includes additional software (a "Commerce Add-On Software") the Subscription Benefits applicable to the underlying Software apply to the Commerce Add-On Software and is licensed by Liferay subject to following license terms:

Subject to Customer's compliance with the Agreement, Liferay grants Customer, during the term of the relevant LC Cloud Subscription a non-exclusive, non-transferable, non-sublicenseable, world-wide right to use the Commerce Add-On Software solely for purposes of the associated Cloud Subscription and limited to the number and Sizing of Instances and their respective Designated Purposes for which Customer has acquired the applicable LC Cloud Subscriptions. Customer is hereby notified that the Commerce Add-On Software may contain time-out devices, counter devices, and/or other devices intended to ensure the limits of the license granted to Customer under this Section 3.1 will not be exceeded ("Limiting Devices"). If the Commerce Add-On Software contains Limiting Devices, Liferay will provide Customer with materials necessary to use the Commerce Add-On Software to the extent permitted. Customer may not tamper with or otherwise take any action to defeat, disable or circumvent a Limiting Device or other control measure, including but not limited to, resetting the Unit amount. Customer acquires only the right to use the Commerce Add-On Software and does not acquire any rights of ownership in the Commerce Add-On Software. Liferay reserves all rights to the Commerce Add-On Software not expressly granted to Customer. Customer may not: (a) modify, copy or create any derivative works of the Commerce Add-On Software; (b) decompile, disassemble or reverse engineer the Commerce Add-On Software (except to the extent permitted by applicable law without possibility of contractual waiver); (c) redistribute, encumber, sell, rent, lease, sublicense or otherwise transfer rights to the Commerce Add-On Software (except to the extent permitted herein); (d) use the Commerce Add-On Software to create a competing service; or (e) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Commerce Add-On Software. Upon termination of the

Subscription Term for all applicable LC Cloud Subscriptions, Customer will promptly destroy all copies of the Commerce Add-On Software in Customer's possession. The Commerce Add-On Software (and any media containing the Commerce Add-On Software) is copyrighted by and is the confidential information of Liferay or the relevant Liferay Affiliate, and Customer will not use or disclose any information regarding the Commerce Add-On Software, except as permitted by the Agreement. The Commerce Add-On Software is subject to the export control regulations described in the Base Agreement and Customer agrees to comply with those restrictions in Customer's use of the Commerce Add-On Software. The Commerce Add-On Software might be provided with certain Third Party Software. Each such Third Party Software item is licensed to Customer under the applicable license terms and conditions set forth at www.liferay.com/third-party-software or in a file accompanying the Commerce Add-On Software and Customer's use of any Third Party Software shall be subject to such terms and conditions. The license granted to Customer under this Section 3.1 pertains solely to Customer's use of the Commerce Add-On Software and nothing in the Agreement is intended to limit Customer's rights under, or grant Customer rights that supersede, the license terms of any Third Party Software.