ENTERPRISE SERVICES AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PURCHASING AND/OR USING LIFERAY SOFTWARE OR SERVICES. BY USING LIFERAY SOFTWARE OR SERVICES, CUSTOMER SIGNIFIES ITS ASSENT TO AND ACCEPTANCE OF THIS AGREEMENT AND ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS AGREEMENT. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF CUSTOMER DOES NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN IT MUST NOT USE LIFERAY SOFTWARE OR SERVICES. This Agreement incorporates those appendices at the end of this Agreement.

This Liferay Enterprise Services Agreement, including all referenced appendices and documents located at URLs (the "**Agreement**"), is between Liferay International Limited ("**Liferay**") with a principal place of business at 100 Mount Street Lower, Dublin 2, Ireland and the purchaser or user of Liferay services who accepts the terms of this Agreement ("**Customer**"). The effective date of this Agreement is the earlier of the date that Customer signs or accepts this Agreement or the date that Customer uses Liferay services ("**Effective Date**").

1. Definitions

"**Affiliate**" means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a party, where "**control**" is the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting shares, by contract or otherwise.

"**Appendix**" or "**Appendices**" means the applicable appendix or appendices for Services as further defined in Section 2.1 below.

"**Business Partner**" means an organization authorized by Liferay, directly or indirectly, to promote, market, sell, resell, distribute and support Services. Business Partners may for example include (without limitation) distributors, resellers or original equipment manufacturers (OEMs). For the avoidance of doubt, "Business Partner" does not mean subcontractors with whom Liferay has entered into an agreement to perform one or more of the Services offered under this Agreement.

"**Confidential Information**" means all information disclosed by either Liferay or Customer ("**Disclosing Party**") to the other party ("**Recipient**") during the term of this Agreement that is either (i) marked confidential or with a similar marking or (ii) disclosed orally and described as confidential at the time of disclosure and subsequently set forth in writing, marked confidential, and sent to the Recipient within thirty (30) days following the oral disclosure. Notwithstanding the foregoing, information disclosed by either party concerning technical or product information of any nature, information relating to the provision of Services, trade secrets, software code, proposals, financial and pricing information and rates, product and marketing plans, marketing opportunities and customer lists is hereby deemed to be Confidential Information regardless of whether or not it is so identified. If the Recipient incorporates Confidential Information it has received into its own notes or other data, then those items are also considered Confidential Information. Confidential Information shall not include information which: (1) is or later becomes publicly available other than by the Recipient disclosing it in violation of this Agreement or is disclosed by the Disclosing Party without any obligation of confidentiality; (2) is or becomes available to the Recipient from a source other than the Disclosing Party without the requirement that it be treated as confidential, provided that such source was not known by the Recipient to be bound by an obligation of confidentiality with respect to such information; (3) is independently developed by the Recipient without use of the Confidential Information; (4) is in the rightful possession of the Recipient at the time of disclosure by the Disclosing Party without an obligation of confidentiality; or (5) is generally known, useless or easily developed by someone with ordinary skills in the business of the Recipient; (6) is disclosed by the Recipient with the Disclosing Party's prior written approval; (7) is licensed under an Open Source License (as defined by the Open Source Initiative (www.opensource.org)); or, (8) the parties agree in writing should not be treated confidentially or may be disclosed.

"**Customer Resources**" means Customer's information, documents, systems, software, workspace, network access and telephone connections and similar resources available to Customer.

"**End User License Agreement**" means a license grant or end user license agreement governing software as further described in this Agreement or any applicable Appendix.

"**Fees**" means the fees to be paid by Customer to either Liferay or a Business Partner as further specified in Section 4 below.

"**Order Form**" means a transaction document (a) that expressly states that it is governed by the terms and conditions of this Agreement and (b) is signed by the parties.

"**Professional Services**" means fee-bearing consulting services as defined in the applicable Appendix and specified in an Order Form.

"**Residuals**" means any general ideas, concepts, know-how, methodologies, processes, technologies, algorithms or techniques retained in the unaided mental impressions of Liferay's or its Affiliates' personnel relating to its business, which Liferay, individually or jointly, develops under this Agreement

"**Services**" means the specific services that Liferay will provide to Customer under this Agreement as further defined in the applicable Appendices and specified in an Order Form.

"**Subscription Services**" mean fee-bearing subscriptions for Services provided for a defined period of time, as defined in the applicable Appendix and as specified in an Order Form.

"**Taxes**" means (i) any tax, levy, impost, deduction, charge, rate, withholding or duty by whatever name called levied, imposed or assessed with respect to any transaction contemplated by this Agreement, including (without limitation) (a) goods and services tax, value added tax, sales tax, use tax or consumption tax, (b) withholding tax and (c) excise duty, stamp duty, customs duty and other like taxes, fees or surcharges (including regulatory fees or

surcharges); and (ii) any interest, penalty, charge, fine or fee or other amount of any kind assessed, charged or imposed on or in respect of the taxes and other amounts referred to in (i) above; but (in all cases) excludes taxes based solely on Liferay's net income.

"**Training Services**" means Liferay's training courses as defined in the applicable Appendix and specified in an Order Form.

"**Unit**" is the measurement of Service usage as further defined in the applicable Appendix and specified in an Order Form.

2. Scope of this Agreement

2.1 General

This Agreement establishes a framework for the provision of Services by Liferay to Customer. Liferay offers a variety of Services, including Subscription Services, Professional Services or Training Services. Most of these offerings are standardized and described in Appendices, which augment this Agreement and shall be incorporated by reference, as applicable, in an Order Form for the relevant Services. The parties agree that the terms of this Agreement will govern all orders and use by Customer of Services unless otherwise agreed by the parties in writing.

2.2 Business Partners

When Customer orders Services through a Business Partner, Liferay confirms that Liferay is responsible for providing the Services to Customer under the terms of this Agreement. However, Liferay is not responsible and shall not be liable for (i) the actions or omissions of Business Partners, (ii) any additional obligations not set out in this Agreement and which the Business Partners may have agreed to provide to the Customer, and/or (iii) any products or services that Business Partners supply to Customer under any separate agreements between a Business Partner and Customer.

2.3 Affiliates

Liferay and Customer agree that Customer or Affiliates of Customer may acquire Services from Liferay or its Affiliates by entering into an Order Form with Liferay or a Liferay Affiliate. Upon entering into such Order Form, the respective parties agree that for the purposes of that Order Form they will observe, perform and be bound by the terms of the Agreement as if they were parties to it in the place of their respective Affiliates who have originally entered into this Agreement. An Order Form shall be considered a two-party agreement between Liferay or its Affiliate on the one hand and Customer or its Affiliate on the other hand. Accordingly, any reference in this Agreement to "Liferay" or "Customer" shall be construed solely as a reference to the specific entity (either the entities designated above as "Liferay" or "Customer" or their respective Affiliate) that executes or submits an Order Form. The parties acknowledge and agree that in the event an Order Form is executed or submitted by a Liferay Affiliate or a Customer Affiliate, adjustments to the terms of this Agreement may be made in particular, but not limited in order to address disparate tax or legal regimes in other geographic regions.

3. License and Ownership

3.1 Marks

Unless expressly stated in an Order Form, no right or license, express or implied, is granted in this Agreement for the use of any Liferay, Liferay Affiliate, Customer, Customer Affiliate or third party trade names, service marks or trademarks, provided that Customer grants Liferay and its Affiliates a license to include the name and logo of Customer in listings made available to the public for the sole purpose of identifying Customer as a customer of Liferay.

3.2 Software

The various software items provided by Liferay as part of the Services under this Agreement are each governed by one or more End User License Agreement(s), which license terms are contained or referenced in the Appendices or the applicable Order Form.

3.3 Freedom to Use Ideas and Residuals

Subject to Section 9 and notwithstanding anything to the contrary contained in this Agreement or an Order Form, the ideas, methods, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements and other information and materials developed in and during the course of any Order Form may be used by Liferay, in perpetuity without an obligation to account (whether financially or otherwise), in any way Liferay deems appropriate, including by or for itself or its customers or partners. Further, notwithstanding the respective confidentiality obligations of the parties, each party may use the Residuals resulting from access to or work with the other party's Confidential Information, provided that each party shall comply with its confidentiality obligations relating to the disclosure of Confidential Information to third parties as provided in this Agreement. Neither party shall have any obligation to limit or restrict the assignment of its employees or other resources or to pay royalties or account in any way for any work resulting from the use of Residuals. This Section 3.3 shall not apply to a party's use of Residuals resulting from the other party's trade secrets.

4. Fees, Expenses and Payment Terms

4.1 Unit, Business Partner Transactions

Customer agrees to pay Liferay (or, if applicable, a Business Partner) the applicable Fees for each Unit. The following Sections 4.2, 4.3 and 4.4 shall only apply to direct transactions between Liferay and Customer. In the event that Customer acquires Services from a Business Partner, Sections 4.2, 4.3 and 4.4 will not apply but the applicable fees, payment terms and taxes will be as agreed separately between Business Partner and Customer.

4.2 Fees and Expenses

The Fees for the Services (i) will be identified in an Order Form, (ii) unless otherwise specified in a writing accepted by Liferay, do not include, currency conversion fees, wire transfer fees or other bank payment charges ("**Transaction Fees**") or out-of-pocket expenses incurred by Liferay in order for the Services to be rendered and Customer will make payments net of all Transaction Fees, (iii) are due upon Liferay's acceptance of an Order Form or, for renewal of Services, at the start of the renewal term, and (iv) are payable in accordance with Section 4.3. The Fees for any renewal term for Services or additional Units will be assessed at the time of renewal or the additional order, respectively; provided, that for Subscription Services that renew according to Section 10.2, Liferay provides an email notification of any price changes to the email address associated with the applicable Customer account at least sixty (60) days prior to the renewal date of the Subscription Services following which such prices changes shall take effect on renewal. Liferay has no obligation whatsoever to accept any additional orders. To the extent that Customer utilizes any

vendor management systems, Liferay will not be liable for any fees associated with the participation, registration or use of such systems ("**Vendor Management Fees**"). If any party is required to pay, withhold or deduct any Vendor Management Fees or Transaction Fees, Customer shall increase the sum payable to Liferay by the amount necessary to offset any such Vendor Management Fees and Transaction Fees, so that Liferay ultimately receives an amount equal to the full amount of Fees as invoiced.

4.3 Payment Terms

If Customer desires credit terms with respect to the payment of Fees, Customer will reasonably cooperate with Liferay in establishing and periodically re-confirming Customer's credit-worthiness. If credit terms are provided to Customer, Liferay will invoice Customer for the Fees upon Liferay's acceptance of the applicable Order Form and upon acceptance of any future order. Unless otherwise specified in an Order Form and subject to Liferay's approval of credit terms, Customer will pay Fees and expenses, if any, no later than thirty (30) days from the date of receipt of a correct invoice; provided, however, that Fees for Training Services or any service credits are due prior to delivery. Except as otherwise expressly provided in this Agreement or an Order Form, any and all payments made by Customer pursuant to this Agreement including any Order Forms will be made without the right of set-off or chargeback and are non-refundable, provided, however, that this does not otherwise limit the remedies available to Customer under this Agreement in the event of a breach of this Agreement by Liferay. If actual payment has not been received within thirty (30) days of the date of receipt of a correct invoice, Liferay reserves the right (i) to suspend or cancel performance of all or part of the Services and/or change Customer's credit terms, if payment is not received by Liferay within ten (10) days after Liferay provided notice of non-payment to Customer and/or (ii) terminate the applicable Order Form and/or this Agreement in accordance with Section 10.3. Furthermore, Customer will reimburse Liferay for all costs (including reasonable legal fees) associated with collecting delinquent or dishonored payments by Customer that are more than thirty (30) days past due. At Liferay's option, interest charges may be added to any past due amounts at the lower of: (i) one and a half percent (1.5%) per month or (ii) the maximum amount allowed by applicable law. Payments by Customer will thereafter be applied first to accrued interest and then to the principal unpaid balance.

4.4 Taxes

All consideration payable or to be provided under or in accordance with this Agreement (including any Fees) is exclusive of Taxes. Customer will pay Liferay an amount equal to any Taxes arising from or relating to this Agreement or an applicable Order Form which are paid by or are payable by Liferay and are separately itemized in Liferay's invoices to Customer. If Customer is required to withhold or deduct any portion of the payments due to Liferay, Customer will increase the sum payable to Liferay by the amount necessary so that Liferay receives an amount equal to the sum it would have received had Customer not made withholdings or deductions. If Customer is exempt from paying any or all Taxes, Customer shall provide Liferay with written evidence of such Tax exemptions issued by the applicable taxing authority. Customer shall, on at least an annual basis and upon reasonable request from Liferay, update or re-confirm such status. Liferay reserves the right to invoice for applicable Taxes, if Customer fails to maintain or update written evidence of such tax-exempt status with Liferay.

5. Reporting and Verification

5.1 Reporting

Customer will notify Liferay in writing (or, if applicable, the Business Partner) promptly if the actual number of Units utilized by Customer exceeds the number of Units for which Customer has paid the applicable Fees. In its notice, Customer will include the number of additional Units and the date(s) on which such Units were first utilized. Liferay (or the Business Partner, as applicable) will invoice Customer for the applicable Services for such Units and Customer will pay for such Services no later than thirty (30) days from the date of the receipt of the invoice. The Fees for such additional Units will be assessed at Liferay's then-current rates at the time that the Customer provides the notification according to this Section 5.1.

5.2 Verification

Upon request, and, unless prior non-compliance has been established, not more than once during each twelve-months-period, Customer will self-certify and report to Liferay in a writing executed by an authorized representative of Customer with actual knowledge, the actual number of Units utilized by Customer and that Customer is using the Services in accordance with the terms of this Agreement. During the term of this Agreement and for one (1) year thereafter, Liferay or its authorized designated agent may audit Customer's facilities and records to verify Customer's compliance with this Agreement. Any such audit will take place not more than once during each twelve-months-period (unless prior non-compliance has been established), only during Customer's normal business hours and upon no less than ten (10) days prior written notice from Liferay. Liferay will give Customer written notice of any noncompliance, including the number of underreported Units and invoice Customer for the applicable Services. The Fees for such underreported usage will be assessed at Liferay's then-current rates. If Customer underreports the number of Units utilized by more than five percent (5%) of the number of Units for which Customer paid, Liferay will also invoice Customer for the reasonable costs it has incurred as part of the audit in the invoice for the underreported Units. Customer will pay Liferay for the costs together with the Fees for the applicable Services provided with respect to the underreported Units within fifteen (15) days from the date of the invoice.

6. Representations and Warranties

6.1 Limited Warranty

Liferay represents and warrants to Customer that: (i) the Services will be performed in a professional and workmanlike manner by qualified personnel; (ii) it has the authority to enter into this Agreement with Customer; and (iii) to Liferay's knowledge, the Services do not, at the time of delivery to Customer, include malicious code with the purpose of adversely affecting the operation, security or integrity of a system. For the breach of the warranties set forth in this Section 6.1, Customer's exclusive remedy, and Liferay's and its Affiliates' entire liability, will subject to Section 7.3 (III) and (IV) and to the maximum extent permitted by applicable law be the re-performance of deficient Services, or if Liferay cannot substantially correct a breach in a commercially reasonable manner, Customer may terminate the relevant Services and receive a pro rata refund of the Fees paid for the deficient Services as of the effective date of termination.

6.2 Disclaimer of Warranty

EXCEPT AS STATED UNDER SECTION 6.1, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES (INCLUDING ANY SOFTWARE) AS PROVIDED BY LIFERAY AND ITS AFFILIATES ARE PROVIDED AND LICENSED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF QUALITY, MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AND SUCH IMPLIED WARRANTIES, AND ANY OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS AND TERMS, EXPRESS OR IMPLIED (AND WHETHER IMPLIED BY STATUTE, COMMON LAW, COURSE OF

DEALING, TRADE USAGE OR OTHERWISE) ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. LIFERAY AND ITS AFFILIATES DO NOT GUARANTEE THAT THE SERVICES OR ANY SOFTWARE PROVIDED UNDER THIS AGREEMENT HAVE BEEN DESIGNED

TO MEET CUSTOMER'S SPECIFIC BUSINESS REQUIREMENTS, THE USE OF SUCH SERVICES OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, COMPLY WITH LEGAL OR REGULATORY REQUIREMENTS APPLICABLE TO CUSTOMER, OR THAT LIFERAY WILL CORRECT

ALL SOFTWARE ERRORS. CUSTOMER AGREES THAT IT IS SOLELY RESPONSIBLE FOR THE RESULTS OBTAINED FROM THE USE OF THE SERVICES AND SOFTWARE PROVIDED UNDER THIS AGREEMENT.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER, THE SERVICES AND ANY SOFTWARE PROVIDED UNDER THIS AGREEMENT ARE NOT SPECIFICALLY DESIGNED, MANUFACTURED OR INTENDED FOR USE IN (I) FACILITIES OR ENVIRONMENTS REQUIRING FAILSAFE PERFORMANCE, INCLUDING BUT NOT LIMITED TO (A) THE PLANNING, CONSTRUCTION, MAINTENANCE, CONTROL, OR DIRECT OPERATION OF NUCLEAR FACILITIES, (B) AIRCRAFT NAVIGATION, CONTROL OR COMMUNICATION SYSTEMS, WEAPONS SYSTEMS, (C) DIRECT LIFE SUPPORT SYSTEMS OR (II) ULTRA-HAZARDOUS OR STRICT LIABILITY ACTIVITIES AND THE CUSTOMER IS SOLELY RESPONSIBLE AND EXPRESSLY ASSUMES ALL RISK FOR ANY SUCH USE.

7. Exclusion and Limitation of Liability, Risk Allocation

7.1 Exclusion of Liability

SUBJECT TO SECTION 7.3, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR AN ORDER FORM AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL A PARTY OR ITS AFFILIATES HAVE ANY LIABILITY TO THE OTHER PARTY AND/OR ITS AFFILIATES, UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), PRODUCT LIABILITY, STATUTE OR OTHERWISE, FOR OR IN CONNECTION WITH:

(I) ANY ECONOMIC LOSSES, LOSS OF REVENUE, LOSS OF CUSTOMERS OR BUSINESS, LOSS OF OR DAMAGE TO REPUTATION OR GOODWILL, LOSS OF ANTICIPATED PROFITS, LOSS ARISING UNDER OR IN RELATION TO ANY OTHER CONTRACT, LOSS OF DATA OR INTERRUPTION OF SERVICES, LOSS OF ANTICIPATED SAVINGS OR BENEFITS, OR COVER OR ANALOGOUS COST RELATED TO THE PROCUREMENT OF REPLACEMENT SERVICES OR SOFTWARE;

(II) ANY LOSSES, COSTS, EXPENSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, REGULATORY NON-COMPLIANCE, DELAYS, PRODUCT LIABILITY, RELIANCE, AND/OR BREACH OF ANY IMPLIED DUTY; OR

(III) ANY LOSSES, COSTS, EXPENSES OR DAMAGES OTHER THAN DIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSSES, COSTS OR EXPENSES.

IN EACH CASE (I) THROUGH (III), WHETHER OR NOT FORESEEABLE; EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, COSTS OR EXPENSES.

7.2 Limitation of Liability

SUBJECT TO SECTIONS 7.1 AND 7.3 AND EXCEPT FOR CLAIMS FOR FEES, EXPENSES OR TAXES UNDER THIS AGREEMENT INCLUDING ANY ORDER FORM AND INTEREST THEREON, FOR ALL EVENTS AND CIRCUMSTANCES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE AGGREGATE AND CUMULATIVE LIABILITY OF A PARTY AND ITS AFFILIATES TO THE OTHER PARTY AND/OR ITS AFFILIATES ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ALL ORDER FORMS, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR BREACH OF STATUTE OR OTHERWISE WILL NOT EXCEED, THE GREATER OF (I) TWENTY THOUSAND GREAT BRITISH POUND (GBP) (£20,000) OR (II) THE FEES RECEIVED BY LIFERAY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY, WITH RESPECT TO THE PARTICULAR SERVICES GIVING RISE TO LIABILITY UNDER THE MOST APPLICABLE ORDERING DOCUMENT, PROVIDED THAT, IF CUSTOMER HAS PREPAID ANY FEES FOR SUBSCRIPTION SERVICES FOR TERMS LONGER THAN TWELVE (12) MONTHS, THE APPLICABLE LIABILITY AMOUNT SHALL BE THE ANNUALIZED PRO RATED AMOUNT RECEIVED BY LIFERAY FOR THE RELEVANT TWELVE-MONTH PERIOD.

7.3 Exceptions

NOTWITHSTANDING SECTIONS 7.1 AND 7.2 AND ANYTHING ELSE TO THE CONTRARY IN THIS AGREEMENT, NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE THE LIABILITY OF A PARTY OR ITS AFFILIATE(S) IN THE FOLLOWING CIRCUMSTANCES:

(I) WITH REGARD TO A PARTY'S INFRINGEMENT, MISUSE, EXPORT, OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY LICENSED BY THE PARTY TO THE OTHER PARTY UNDER AN END USER LICENSE AGREEMENT OR OTHERWISE IN WRITING UNDER THIS AGREEMENT OR AN ORDER FORM;

(II) BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 9

(III) FRAUD, FRAUDULENT MISREPRESENTATION OR WILLFUL MISCONDUCT; OR

(IV) DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF A PARTY OR ITS AFFILIATE(S).

7.4 Allocations of Risk

SECTIONS 6 AND 7 ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THIS AGREEMENT. THIS ALLOCATION IS AN INTRINSIC PART OF, AND THE BASIS OF, THE BARGAIN BETWEEN THE PARTIES AND WITHOUT SUCH ALLOCATION, LIFERAY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT. LIFERAY'S PRICES FOR SERVICES REFLECT THIS ALLOCATION OF RISKS AND THE WARRANTIES, DISCLAIMER OF WARRANTIES, EXCLUSIONS AND LIMITATION OF LIABILITY SPECIFIED HEREIN. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS

CONTAINED IN SECTIONS 6 AND 7 APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY (INCLUDING ANY LIMITED OR EXCLUSIVE REMEDY) PROVIDED FOR IN THIS AGREEMENT FAILS IN ITS ESSENTIAL PURPOSE.

8. Legal Assurance

As an added value of certain Services provided under this Agreement, Liferay provides certain legal assurances for software to its Customer, such as protection in case of third party intellectual property infringement claims. The terms and conditions of these assurances (if any) are set forth in the Appendices that augment this Agreement and that are incorporated by reference in an applicable Order Form.

9. Confidentiality

9.1 Confidentiality Obligations

Liferay and Customer agree that during the term of this Agreement, as a condition to the receipt of Confidential Information hereunder, Recipient shall: (i) except as expressly permitted by this Agreement not disclose, directly or indirectly, to any third party any portion of the Confidential Information without the prior written consent of the Disclosing Party; (ii) not use or exploit the Confidential Information except for the provision of Services; (iii) upon the Disclosing Party's written request promptly return or destroy, at Recipient's option, all materials and documentation regarding the Confidential Information received hereunder save for (a) Confidential Information stored in routine back-up media not accessible during the ordinary course of business and (b) archival copies of the Confidential Information that the Recipient needs to maintain in order to comply with statutory or regulatory requirements, unless otherwise prohibited by law, provided that in both cases (a) and (b) the Confidential Information shall remain subject to this Agreement; and (iv) exercise at least the same degree of care in safeguarding the Confidential Information as Recipient would with its own confidential information, provided that at a minimum, the Recipient must use reasonable care to protect the information. Both parties agree that obligations of confidentiality will exist for a period of two (2) years following initial disclosure of the particular Confidential Information unless terminated earlier pursuant to this Section 9 or in writing by the Disclosing Party; provided that, to the extent the Confidential Information is subject to longer confidentiality terms under mandatory applicable law (e.g., trade secrets), the Recipient will protect such Confidential Information as required by such law.

9.2 Permitted Disclosures

The parties may disclose Confidential Information only to those employees, Affiliates, agents, representatives and contractors who have a "need to know" such information in order to undertake their work with respect to this Agreement or otherwise to the benefit of the parties and to its auditors and legal counsel, in each case, who are under a written obligation or otherwise obligated by law to keep such information confidential using standards of confidentiality not less restrictive than those required by this Agreement. Recipient may disclose Confidential Information, if it is required to do so by applicable law, court order, or regulation, any governmental or other regulatory authority. Before disclosing such information, Recipient will notify Disclosing Party of the disclosure requirement (if it can provide notice without breaching any legal or regulatory requirement or court order) and cooperate with Disclosing Party (at the Disclosing Party's expense) to obtain a protective order or other similar protection. If Recipient is required by law, statute, regulation or court order to make such a disclosure Recipient shall furnish only the portion of the Confidential Information that Recipient, in the opinion of its legal representative, is legally required to disclose and shall exercise reasonable efforts to preserve for the remainder the confidentiality of the Disclosing Party's Confidential Information.

9.3 Equitable Relief

Each party acknowledges and agrees that due to the unique nature of Confidential Information, any breach of the obligations of this Section 9 may cause the non-breaching party irreparable harm for which an adequate remedy at law may not be available and that, therefore, the non-breaching party will be entitled to seek appropriate equitable remedies including temporary restraining order(s) or preliminary or permanent injunction relief from a court of competent jurisdiction to stop or prevent any breach of this Section 9, in addition to all other remedies available at law.

10. Term and Termination

10.1 Term and Termination of Agreement

The term of this Agreement shall begin on the Effective Date and will terminate at the expiration of ninety (90) days following written notice of termination given by one party to the other. Termination of this Agreement will not operate to terminate any Order Form and the terms and conditions of this Agreement will continue in full force and effect to the extent necessary to give effect to any Order Form in effect at the time of termination of this Agreement and until such time as the applicable Order Form(s) expires or is terminated in accordance with Sections 10.2 or 10.3 below.

10.2 Term and Termination of Order Form

The term of an Order Form begins on the date of last signature once the Order Form is fully executed ("**Order Form Effective Date**") and continues in full force and effect until the expiration of the term of the Services ordered in the Order Form (including any renewal terms) or until earlier terminated in accordance with this Agreement. For Professional and Training Services, Customer must use any Services set forth in an Order Form during the term specified in the Order Form or within one (1) year of the Order Form Effective Date, whichever is shorter; if unused, such Services will expire. Unless otherwise agreed in the applicable Order Form, with respect to Subscription Services and provided that Liferay has provided an email notification of an upcoming renewal to the email address associated with the applicable Customer account at least sixty (60) days prior to the renewal date of the Subscription Services, the term will automatically renew for successive terms of one (1) year each, unless either party gives written notice to the other of its intention not to renew at least thirty (30) days before the commencement of the next renewal term.

10.3 Termination

If either party materially breaches the terms of this Agreement or an Order Form, and such breach is not remedied within thirty (30) days after written notice of the breach is given to the breaching party, then the non-breaching party may, by giving written notice of termination to the breaching party, terminate the Agreement and/or any applicable Order Form, provided, however, that (i) no remedy period will be required for a breach of Section 9 of this Agreement and (ii) in case of non-payment of Fees the remedy period shall only be ten (10) days. The termination of an individual Order Form will not terminate any other Order Form or this Agreement unless otherwise specified in the written notice of termination. Either party may terminate an Order Form, this Agreement, and any other Order Form(s) in existence at the time with immediate effect by written notice to the other party if the other party is unable to pay its debts within the meaning of the Insolvency Act 1986, ceases to carry on business, and/or a liquidator, examiner, administrator, receiver or trustee or assignment for the benefit of creditors shall be instituted or other similar or analogous event in any jurisdiction occurs.

10.4 Survival

If this Agreement or an Order Form is terminated for any reason, Sections 3, 4, 5.2, 6.2, 7, 9, 10.4, 11, 12, 13.1, 13.4-13.6, and 13.9-13.15 of this Agreement (as they are applicable with respect to each Order Form) will survive.

11. Continuing Business

Nothing in this Agreement will preclude or limit Liferay from providing software, materials, or services for itself or other customers, irrespective of the possible similarity of such software, materials or services to those that might be delivered to Customer. The terms of confidentiality in Section 9 will not prohibit or restrict either party's right to develop, use or market products or services similar to or competitive with the other party; provided, however, that neither party is relieved of its obligations under this Agreement.

12. Governing Law, Consent to Jurisdiction

The validity, interpretation and enforcement of this Agreement (and any dispute or claim relating to it, or its formation, existence, construction, performance or termination) will be governed by and construed in accordance with the laws of England without giving effect to the conflicts of laws provisions thereof. All disputes or claims arising out of or relating to this Agreement or its subject matter will be submitted to the exclusive jurisdiction of the English courts and each party irrevocably consents that the courts of England and Wales shall have exclusive jurisdiction.

13. Miscellaneous

13.1 Headings

Headings to the sections of this Agreement are for convenience only and shall not have any effect on construction and interpretation of this Agreement. No provision shall be construed adversely to a party solely on the ground that the party was responsible for the preparation of this Agreement or that provision.

13.2 Relationship Between the Parties

In all matters relating to this Agreement, Customer and Liferay shall act as independent contractors. Nothing in this Agreement or related to Liferay's performance of any Order Form will be construed to create an employment or agency relationship or a partnership between Customer (or any Customer personnel) and Liferay (or any Liferay personnel). Each party will be solely responsible for supervision, direction, control and payment of its personnel, including applicable taxes, deductions, other payments and benefits. Liferay may subcontract Services under an Order Form to third parties or its Affiliates without the approval of Customer; provided, however, that (i) subcontractors agree to protect Customer Confidential Information subject to terms at least substantially similar with Section 9, and (ii) Liferay remains responsible to Customer for performance of its obligations hereunder. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, or to represent the other party as agent, employee or in any other capacity. Nothing herein shall oblige parties to enter into any further agreement(s) with each other.

13.3 Assignments

This Agreement is binding on the parties to this Agreement, and other than the rights conferred on Business Partners in Sections 4.1 and 5.1, nothing in this Agreement or in any Order Form grants any other person or entity any right, benefit or remedy of any nature whatsoever, except for the parties' Affiliates as expressly provided in this Agreement. Neither party may assign, novate, transfer or otherwise dispose of any of its rights or obligations under this Agreement and/or any Order Form without the other party's prior written consent which shall not be unreasonably withheld, delayed or conditioned; the party required to give its consent may however attach reasonable conditions to its consent. Either party may, upon written notice to, and without the prior approval of, the other party, (i) assign or novate this Agreement to an Affiliate as long as the Affiliate has sufficient credit to satisfy its obligations under this Agreement and the scope of the Services is not affected; and, (ii) assign or novate this Agreement pursuant to a merger or a sale of all or substantially all of such party's assets or shares, and in each case (i) or (ii) provided that (a) the assigning or novating party provides the other party with a written confirmation of the assignment or novation of all rights and obligations under this Agreement signed by both the assigning party and the assignee and (b) if the assignment is to a competitor of Liferay, written consent from Liferay shall be required. Any assignment in violation of this Section 13.3 is void. Each party must do all things reasonably necessary (including executing further documents) to give effect to an assignment or novation pursuant to this Section 13.3.

13.4 Dispute Resolution

Each party agrees to give the other a written description of any problem(s) that may arise and to make a good faith effort to amicably resolve any such problem before commencing any proceeding. Notwithstanding the foregoing, either party may take any action reasonably required to protect such party's rights including temporary restraining order(s) or preliminary or permanent injunctive relief. Except for claims for Fees, Taxes and expenses under this Agreement and interest thereon, no claim or action, regardless of form, arising out of this Agreement or an Order Form may be brought by either party more than one (1) year after the cause of action has accrued.

13.5 Notices

All notices permitted or required under this Agreement shall be in English, in writing and shall be delivered in person, by certified or registered post, by other nationally recognized overnight delivery service or electronic mail. Notices shall be deemed received the day of personal delivery, or in relation to transmission by electronic mail, at the time at which the notice enters an information system which is under the control of the recipient or five (5) days after deposit in the post or with a nationally recognized overnight delivery service. Customer shall direct all notices to Liferay under this Agreement to the following address: Liferay International Limited, Attn: Legal Department, 100 Mount Street Lower, Dublin 2, Ireland; E-mail: legal@liferay.com. Unless otherwise specified on an Order Form, all notices permitted or required under this Agreement from Liferay to Customer shall be addressed to the Customer's bill-to address as specified in an Order Form which may be updated from time to time by notice from Customer to Liferay as provided in this Section.

13.6 Non-Solicitation

Customer agrees not to solicit, hire or entice any personnel of Liferay or its Affiliate(s) involved with the delivery of Services in connection with any Order Form during the term of and for twelve (12) months after termination or expiration of such Order Form; provided that Customer may hire an individual employed by Liferay or a Liferay Affiliate who, without other solicitation, responds to advertisements or solicitations aimed at the general public.

13.7 Assistance

If and to the extent that Customer agrees in an Appendix or an Order Form to provide Liferay access to Customer Resources as reasonably required by Liferay in order to provide any Services, Customer understands and agrees that (i) the completeness, accuracy of, and extent of access to, any Customer Resources provided to Liferay may affect Liferay's ability to provide such Services, and (ii) if reasonable access to Customer Resources is not provided, Liferay will be relieved from providing those Services dependent upon such access. Customer will obtain any third party consents necessary to grant Liferay access to the Customer Resources that is subject to the proprietary rights of, or controlled by, any third party, or which is subject to any other form of restriction upon granting access to the Customer Resources. In the event that Customer fails to fulfill its obligations under an applicable Appendix or Order Form in a timely manner, and this failure adversely impacts the provision of Services, Liferay will be entitled to appropriate relief, including adjusting the timing of its delivery of applicable Services.

13.8 Force Majeure

Neither party shall be liable to the other for failure or delay in the performance of a required obligation under this Agreement and/or Order Form if such failure or delay is caused by acts of God, wars, riots, strikes, fire, terrorist acts, flood, explosion, failure or diminishment of power or of telecommunications or data networks or services, earthquake or other natural disaster, government regulation, or other similar cause beyond such party's reasonable control (each, a "**Force Majeure Event**"); provided that such party gives prompt written notice of such condition and resumes its performance as soon as reasonably possible. If a Force Majeure Event continues for more than ninety (90) days continuously after the commencement of the Force Majeure event, either party may terminate the affected Order Form and/or this Agreement immediately by giving written notice to the other party and Liferay shall refund to Customer any pre-paid and unused Fees.

13.9 Good Business Practices

Each of the parties agrees that it will not, in connection with the performance of this Agreement, engage in any illegal, unfair, deceptive, or unethical business practices whatsoever, including, but not limited to, any act that would constitute a violation of the U.S. Foreign Corrupt Practices Act or the U.K. Bribery Act or any similar anti-corruption or bribery laws in any jurisdiction.

13.10 Export Compliance

Liferay may supply Customer with technical data that is subject to export control restrictions. Liferay will not be responsible for compliance by Customer with applicable export obligations or requirements for this technical data. Customer agrees to comply with all applicable export control restrictions. If Customer breaches this Section 13.10 or the export provisions of an applicable End User License Agreement, or any provision referencing these sections, Liferay may immediately terminate this Agreement including any applicable End User License Agreements and/or the applicable Order Form and its obligations thereunder without any liability to Customer. Customer shall indemnify Liferay, including its officers, directors and agents from all losses and liabilities (including reasonable attorneys fees and court costs) arising from Customer's breach of its obligations under this section.

13.11 Data Protection

Both parties shall comply with the provision of the Data Protection Act 1998. The parties acknowledge and agree that (i) Customer's use of the Services and Liferay's ordinary performance of the Services do not, as of the Effective Date, require Customer to provide, disclose or give access to Liferay any Personal Data (as defined below); and, (ii) for so long as such disclosure by Customer to Liferay of Personal Data is not required, Customer will take all reasonable steps to avoid any unnecessary disclosure of Personal Data to Liferay. In particular and without limiting the foregoing, Customer acknowledges and agrees that Customer shall not provide to Liferay any Personal Data, or access to Personal Data, through Customer's use of the Services or in any other manner. As used in this Section, "**Personal Data**" means personal data as set out in the Data Protection Act 1998.

13.12 Severability

If any provision or provisions of this Agreement and/or any Order Form shall be held to be invalid, illegal or unenforceable in whole or in part by any court of competent jurisdiction or other competent authority, this Agreement and/or any affected Order Form will continue to be valid and enforceable as to the other provisions and/or the remainder of the affected provision(s). The affected provision(s) will be deemed amended to the minimum extent necessary to render it valid and enforceable in conformity with applicable law and parties' intent as expressed in this Agreement and/or the Order Form.

13.13 Waiver

The delay or failure of either party to exercise any rights under this Agreement will not constitute or be deemed a waiver or forfeiture of such rights. No waiver will be valid unless in writing and signed by an authorized representative of the party against whom such waiver is sought to be enforced.

13.14 Entire Agreement

This Agreement, including all Order Forms, sets forth the entire agreement between the parties and supersedes prior proposals, agreements and representations between them, whether written or oral, relating to the subject matter contained herein. Each party acknowledges that in entering into this Agreement it has not relied on any representation, warranty or collateral contract or other assurance except those set out therein. This Agreement and each Order Form may be changed only if agreed to in writing and signed by an authorized signatory of each party. In the event of any conflict or inconsistency between the provisions in the body of this Agreement, any Order Form and the Appendices, the terms will be interpreted in the following order: (1) the applicable Appendix, (2) this Agreement, (3) the applicable Order Form; provided however, that an Order Form may override the terms and conditions of this Agreement or an applicable Appendix limited to the scope of such Order Form only if (and limited to the extent) that the Order Form specifically identifies the provision(s) the parties intend to override. For purposes of clarity, if a Customer's purchase order is accepted by Liferay, such acceptance is limited to the terms of the quantities, descriptions, Services, Fees, delivery schedule, and duration of Services, and any additional or different terms or conditions, or any other attempt by Customer to vary in any degree any of the terms of this Agreement or an Order Form by such purchase order, shall be rejected by the parties and null and void. In the event both Liferay's Order Form and Customer's purchase order are executed by Customer and presented to Liferay for a specific order, the terms of Liferay's Order Form shall prevail. In the event of a conflict or inconsistency between the terms of this Agreement (including any Appendices and Order Forms) and an End User License Agreement, the terms of the Agreement shall prevail between the parties to the applicable Order Form during the term of the Order Form. Notwithstanding any provision to the contrary in this Agreement, any applicable End User License Agreement will be governed by the laws set forth in the applicable End User License Agreement, without regard to any conflict of laws provisions. Any claim relating to the provision of the Services by Liferay, its Affiliates (to the extent they are acting on behalf of Liferay) or their respective personnel will be made against Liferay alone.

13.15 Counterparts and Facsimile Signature

In the event that this Agreement or any Order Form is executed with signatures, this Agreement or the Order Form(s) may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same document. Facsimile and electronic copies of signatures shall have the same effect as originals. If a party elects to sign the Agreement or any Order Form electronically, it expressly acknowledges and agrees that such electronic signature is the legal equivalent of, and has the same force and effect as, a manual signature.

APPENDICES

Subscription Services Appendix:
http://www.liferay.com/legal/doc/app1/1301605_UK

Training Services Appendix:
www.liferay.com/legal/doc/app3/1301806_GL_EN