



## ADDENDUM: TAM SERVICES

This TAM Services Addendum, which includes the documents referenced herein, (together the "Addendum") describes terms and conditions applicable to Liferay Technical Account Management Services ("**TAM Services**"), which is an add-on Subscription to Customer's active Subscriptions under an applicable Appendix. This Addendum is subject to the Enterprise Services Agreement, or other master agreement, and the applicable Appendix to which it is attached, as identified on an applicable Order Form (collectively, the "Agreement"). Any capitalized terms used but not defined in this Addendum have the meanings ascribed to them in the Agreement.

For clarity and avoidance of doubt, unless otherwise authorized by Liferay in writing, Customer may not purchase TAM Services without an active underlying Subscription.

### 1. Definitions

**"Designated Contact"** means Customer's contact designated to communicate with Liferay for the provision of TAM Services.

**"TAM Personnel"** means and includes the Solution Architect and Customer Experience Manager personnel made available to Customer as a resource during the TAM Services Term.

**"Standard Working Hours"** means the hours between 9:00 a.m. and 6:00 p.m., Monday through Friday, based on the time zone in which the applicable TAM Personnel is located.

### 2. Unit

The Unit for TAM Services is a Customer Application, if applied to Liferay Self-Hosted Subscriptions or Liferay PaaS Subscriptions or a Project Workspace, if applied to Liferay SaaS Subscriptions.

TAM Services are add-on Subscription Services. Liferay is not obligated to provide any credits or refunds for any gaps in the provision of TAM Services if the related support expires or terminates.

### 3. Services Term

Unless otherwise agreed by the parties in writing, TAM Services (i) will begin and end on the dates specified on an applicable Order Form, respectively, (ii) cannot be terminated for convenience by either party and (iii) may be renewed by the parties upon mutual agreement, which may be in the form of an Order Form. The initial term and any applicable renewal terms for TAM Services are collectively referred to as the **"Services Term"**.

Notwithstanding the foregoing paragraph, suspension or termination by Liferay of the applicable underlying Subscriptions to which TAM Services append, as applicable, in accordance with the applicable terms and conditions governing such Subscriptions, respectively, shall also suspend or terminate the applicable TAM Services Account.

### 4. Scope of Services

TAM Services consist generally of proactive technical assistance for each stage of Customer's implementation and development journey for each applicable Customer Application. Each TAM Services offering provides Customer with one or more of the following standardized services and benefits listed and described in the subsections of this Section 4 (each a "TAM Benefit" and collectively, the "TAM Benefits"). The specific TAM Benefits included in a TAM Services offering are as identified in Schedule 1.A.

Customer may elect to use, or not use, the specific services listed in this Section 4 at Customer's sole discretion.

#### 4.1. Support Concierge

**"Support Concierge"** means a point of contact made available during Standard Working Hours for ongoing communication and alignment related to Support Services. The Support Concierge will provide Support Onboarding at the start of new projects and facilitate standing meetings to review status of open Incidents, Customer's priorities, and overall support progress, and, in Liferay's discretion, may address matters directly or engage appropriate Liferay resources to do so.

#### **4.2. Solution Engineering Team**

“Solution Engineering Team” means a team of Solution Engineers experienced in Liferay implementations and system architectures working with Support Engineers, who may, as appropriate, incorporate factors such as custom code, integrations, and overall system design into the troubleshooting and diagnostic process. This approach supports more efficient issue analysis by considering product knowledge with implementation and architectural experience.

#### **4.3. Ticket Review and Prioritization**

“Ticket Review and Prioritization” means the provision of coordinated review of open Incidents, priority assessment, and alignment facilitation between Customer and Liferay, leading to streamlined communications. Such support is initiated by Liferay personnel and is subject to availability and mutual scheduling agreement. Ticket Review and Prioritization is limited to up to four (4) thirty-minute meetings per calendar month.

#### **4.4. Co-Managed Triage**

“Co-Managed Triage” means the provision of technical resources for an Incident to assist in reproducing reported behavior, isolating potential causes, and diagnosing issues within the scope of Liferay software. Co-Managed Triage is appropriate when a Support Engineer, in its discretion, escalates a ticket to Liferay’s Solution Engineering Team.

With Co-Managed Triage, Customer and Liferay work together to reproduce and diagnose the Incident. Co-Managed Triage supplements and expedites the standard troubleshooting efforts and may include collaborative analysis with Customer, subject to the information, access, and reproduction steps made available by Customer.

#### **4.5. Support Onboarding**

“Support Onboarding” means an initial virtual onboarding meeting to orient Customer’s Designated Contact(s) to Liferay’s support processes and best practices for engaging with Liferay at the applicable support level. For PaaS and SaaS deployments, Support Onboarding includes a high-level overview of the applicable platform, support scope, and the respective responsibilities of Liferay and Customer.

#### **4.6. Implementation, Performance, and Maintenance Guidance**

“Implementation, Performance and Maintenance Guidance” means the provision of guidance from Liferay Support Engineers related to system configuration, performance, security, and upgrades to enhance offering implementation and ongoing operation of Liferay Software. The provision of Implementation, Performance and Maintenance Guidance is initiated by Liferay personnel and is subject to availability and mutual scheduling agreement. Guidance under this section is limited to four (4) one-hour meetings per calendar month.

#### **4.7. Third Party Guidance**

“Third Party Guidance” means the provision of guidance and advice related to Customer’s combination or integration of Third-Party Software (e.g., web servers, search technologies, or content delivery networks) with Liferay Software. Such guidance includes informational and advisory assistance regarding configuration, integration, and usage of applicable Third-Party Software as it relates to Liferay Software. Guidance under this section is limited to four (4) one-hour meetings per calendar month.

#### **4.8. Health Checks**

“Health Checks” means the provision of a Liferay-conducted review of Customer’s implementation focused on assessing performance, configuration, system stability, and identifying potential risks or opportunities to improve operational resilience. Health Checks are limited to up to two (2) one-hour meetings per calendar year and are performed solely based on the level of access to system code, configuration, and data that Customer provides to Liferay.

#### **4.9. Go-Live and Upgrade Planning**

“Go-Live and Upgrade Planning” means a proactive planning service under which Liferay may, in coordination with Customer, provide guidance to support Customer’s preparation for production launch of the Customer Application or upgrade of Liferay Software, facilitating readiness planning and coordination in advance of scheduled go-live or upgrade events. Go-Live and Upgrade Planning is limited to up to two (2) one-hour meetings per calendar year and must be scheduled by Customer no less than three (3) months prior to the applicable go-live or upgrade date.

## **5. Supplemental Offerings**

Liferay may make available certain standardized supplemental offerings to TAM Services which Customer may order through an Order Form. Such supplemental offerings expand the capacity of the TAM Services ordered by Customer and its associated TAM Benefits, but for clarity, do not expand the scope of TAM Services and are otherwise subject to the limitations and restrictions set forth in this Addendum.

## **6. Resourcing and Meetings**

### **6.1. Resources**

TAM Services will be performed through TAM Personnel. Liferay reserves the right to change, subject to reasonable advance notice to Customer, any third party vendors and/or vendor services used for TAM Services during the Services Term.

### **6.2. Contact**

Customer may communicate with the TAM Personnel through Liferay-provided communication channels, including designated email addresses and Liferay's ticketing systems as applicable. All TAM Services communications shall occur through such Liferay-designated channels unless otherwise expressly agreed by Liferay in writing.

### **6.3. Meetings**

Unless otherwise agreed by Liferay in writing and in advance, any meetings with TAM Personnel shall be virtual and scheduled during Standard Working Hours.

## **7. Customer Requirements**

As on-going prerequisites to Liferay's obligations to provide TAM Services, Customer agrees as follows:

1. Customer will provide and update Liferay with Customer's business and technical requirements, objectives and success metrics for the relevant Customer Application(s);
2. Customer will, in a timely manner, respond to Liferay's reasonable requests and questions with accurate and complete information relating to an applicable Customer Application; and
3. Relevant Customer personnel will, with at least commercially reasonable effort, attend and participate in scheduled meetings.

In the event that any of the requirements specified above are not satisfied during the Services Term, the parties acknowledge that Liferay's ability to perform TAM Services may be impeded, limited or delayed and, therefore, Liferay reserves the right to suspend TAM Services until such time as the unsatisfied requirement is satisfied.

## **8. Fees**

Liferay charges Fees for TAM Services based on the total number of Units and certain other parameters set forth in this Addendum. The Unit and any applicable parameters are described in this Addendum and identified in the applicable Order Form. Customer is required to purchase a quantity of TAM Services equal to the total number of Units it uses or consumes.

In addition, if Customer uses any of the TAM Services to support or maintain a Customer Application or Site (or any part thereof) that is not a Customer Application or Site owned or operated by Customer, Customer must purchase an additional Units of TAM Services in an amount sufficient to cover the uncovered Customer Applications for which Customer applied, used or consumed TAM Services.

If Customer terminates TAM Services or does not renew TAM Services within thirty (30) days after the termination or expiration of a Services Term, and as a genuine pre-estimate of Liferay's losses and costs associated with reinstatement, Liferay reserves the right to charge Customer fees for reinstatement on a per Unit basis (the "Reinstatement Fee"), if and when Customer wishes to reinstate the terminated or expired TAM Services. The Reinstatement Fee per Unit shall be equal to one hundred twenty percent (120%) of the Fees for the reinstated TAM 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 Services Term and the effective date of the reinstatement of TAM Services.

## **9. Use of TAM Services**

### **9.1. Internal Use and Affiliates**

The Agreement (including pricing Liferay has agreed to in an Order Form) is premised on Liferay's understanding that Customer will use the TAM Services only for Customer's internal use (which includes 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). The foregoing sentence is not intended to limit Customer's internal use of TAM Services to operate a web site and/or to offer Customer's own software as a service, provided such web site or service (i) does not include distribution of TAM Services, in whole or in part and (ii) provides as the primary component of the web site or service a material value-added application other than the TAM Services.

**9.2. Unauthorized Use of TAM Services**

Any unauthorized use of the TAM Services is a material breach of the Agreement such as, without limitation, (i) providing access to TAM Services to third parties as described in Section 9.1, (ii) using TAM Services to provide support to third parties or giving access to any portion of TAM Services to a third party (for example, using TAM Services to provide managed services, Internet service provider (ISP) services, or third party access to or use of the TAM Services), (iii) using TAM Services in connection with any redistribution of Software, (iv) using TAM Services to support or maintain any non-Liferay Software not explicitly included herein, (v) using TAM Services for the purpose of building a competitive product or service to the Liferay Software or Services, (vi) using TAM Services 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 (vii) developing Forked Software.

**9.3. Exclusions**

For clarity and avoidance of doubt, except as expressly described above, TAM Services do not include, cover or apply to:

- (a) third-party products or software except to the extent implemented with Liferay Software as directed in applicable Documentation or otherwise as directed by or under agreement with Liferay;
- (b) any Liferay software other than Software; or
- (c) updating Software or migrating to new versions or deployment models of Software.

**9.4. Feedback**

In the course of providing TAM Services to Customer, Customer may submit feedback to Liferay, including comments, information, enhancement requests, recommendations, corrections, and ideas regarding the TAM Services or Liferay Services generally (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.



## SCHEDULE 1.A: TAM SERVICES OFFERINGS

The applicable Services to the TAM and TAM Lite offerings are identified in Table 1.A below.

**TABLE 1.A**

Benefits	TAM Lite	TAM
Support Concierge	x	x
Solution Engineering Team	x	x
Ticket Review and Prioritization	x	x
Co-Managed Triage	x	x
Support Onboarding	x	x
Implementation, Performance, and Maintenance Guidance		x
Third Party Guidance		x
Health Checks		x
Go Live and Upgrade Planning		x