



## APPENDIX: ENTERPRISE SUBSCRIPTIONS

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This Appendix, which includes the documents incorporated by reference in this Appendix (together, the “**Appendix**”), describes certain fee bearing subscription-based services bundles that Liferay offers (“**Subscriptions**”). The Services that Liferay provides to Customer as part of these Subscriptions (the “**Subscription Services**”) provide Customer, as applicable, with one or more Subscription Benefits as further described in Section 2, below. 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**”).

**Note:** For avoidance of doubt, this Appendix does not apply to Liferay’s SaaS Subscriptions offerings, which are covered by a separate Appendix.

### 1. Definitions

“**Acceptable Use Policy**” has the meaning set forth in Section 4.5, below.

“**Add-On Subscription**” means a Subscription described in and governed by this Appendix that supplements and requires an active Subscription as a prerequisite to order and operate.

“**Backup Purposes**” means using the Services (including Software) solely in a backup or secondary environment that is (i) periodically or regularly receiving backups of data from Pods 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 Pod 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.

“**Customer Portal**” means a web portal maintained by Liferay or a Liferay Affiliate, located at <http://customer/liferay.com>, that provides for various resources accessible to Liferay Subscription customers as further described in Section 2.1, below.

“**Development Purposes**” means using the Subscription Services (including any Software) for the specific purpose of building software that runs with or on the Software.

“**Designated Contact**” means Customer’s contact designated to communicate with Liferay for the provision of Support and/or any other Subscription Services.

“**Designated Purpose**” means the specific use case and purpose for which Customer utilizes the Subscription Services and Software, for example Development Purposes, Production Purposes or Backup Purposes.

“**Documentation**” means the documentation generally made available by Liferay in conjunction with Software and the Services at [dev.liferay.com](http://dev.liferay.com) and for certain Software and Services at [help.liferay.com](http://help.liferay.com).

“**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](http://www.liferay.com/products/end-of-service-life).

“**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.

“**Free Liferay Subscription Apps**” are those Liferay Subscription Apps that Liferay makes available free of charge (displayed as “Free” apps).

“**Legal Assurance**” means the Legal Assurance Program set forth in Section 7.

“**Liferay Subscription Apps**” means the applications in the Liferay Marketplace made available to subscribers in the “Liferay Subscription App” category.

“**Non-Production Purposes**” means using the Services (including 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 Services (including any Software) in a production environment, generally to service live requests and to use live data and Software.

“**Services**” as defined in the Base Agreement shall, for the purposes of this Appendix, mean Subscription Services.

“**Software**” or “**Liferay Software**” means the software and corresponding Documentation that Liferay makes available for download as part of Subscription Services as specified on the Order Form to which this Appendix is attached or referenced. “Software” does not mean and shall not include third-party software applications that are made available through the Liferay Marketplace located at [www.liferay.com/marketplace](http://www.liferay.com/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.

**“Terms of Service”** has the meaning set forth in Section 4.5 below.

**“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](http://www.liferay.com/third-party-software)).

**“Unit”** means the unit that is used to measure Customer’s use of the Subscription Services as set forth in Schedule 1.A 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, when and if they are made available.

**“Users”** means any person, including Customer’s and/or its Affiliates employees, contractors, advisors, or employees or contractors of a third party, including any IT service providers, used by the Customer, registered to access and use the Services on behalf of the Customer.

**“Web Based Services”** means portals, websites, web pages, documents, discussion groups, blogs, applications and other interactive and cloud based services made accessible to the Customer by Liferay for Customer’s use and consumption within the scope of certain Subscriptions, such as for example, but without limitation, Liferay’s Customer Portal.

## **2. Benefits of Subscription Services**

Each Subscription offering provides Customer with one or more of the following standardized benefits described in the subsections of this Section 2 (each, a **“Subscription Benefit”**). The specific Subscription Benefits included in a Subscription are as identified in Schedule 1.A.

### **2.1 Access to the Customer Portal**

**“Customer Portal Access”** means the provision of 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, security updates, newsletters, as well as access to all available versions of Liferay Software throughout their respective life cycle as set forth in Section 8 below (and the applicable Third-Party Software) for electronic download from Liferay’s Customer Portal and, if applicable, access to certain other Web Based Services, (“**Customer Portal Access**”). The applicable Software made available through the Customer Portal for each Subscription is specified in Schedule 1.A. The Software is governed by one or multiple End User License Agreement(s) (“**EULAs**”) identified in Schedule 1.A.

### **2.2 Maintenance**

**“Maintenance”** means the provision of Updates for Liferay Software, which Liferay makes available from time to time via electronic download from Liferay’s website and Updates to Web Based Services.

### **2.3 Support**

**“Support”** means technical product support provided by Liferay to Customer for submitted Incidents as further described in an applicable Support Tiers Addendum

### **2.4 Legal Assurance**

**“Legal Assurance”** means the set of intellectual property assurances Liferay provides to Customer as further described in Section 7 , below.

## **3. Subscription Fees, Units**

Liferay charges a Fee for the Subscription Services based on the total number of Units used for Production Purposes and certain other parameters such as the applicable Software. The Units and other applicable parameters for Subscription Services are described in this Appendix and an applicable Addendum and are as identified in the applicable Order Form. While Customer has a Subscription entitling Customer to receive Subscription Services, Customer is required to purchase a quantity of Subscriptions equal to the total number of Units deploy, used, installed or executed for Production Purposes applicable to that Subscription (including variants or components of the Software or Subscription Services). In addition, if Customer uses Subscription Services to support or maintain Liferay Software (or any part thereof) then Customer must purchase Subscriptions equal to the amount of Units applicable to that Liferay Software for which Customer uses Subscription Services or applies Subscription Benefits.

Within each unique Customer Application (i) Customer shall maintain all Subscriptions that include Support at the same Support Tier for all Units; and, (ii) Customer is required to maintain at least one (1) Subscription for Production Purposes. For each Customer Application for which Customer maintains active Subscriptions for Production Purposes, Customer is entitled to receive and use Subscriptions on Pods for Non-Production Purposes, Development Purposes and Backup Purposes.

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 Subscription Services

### 4.1 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 Subscription Services and Software only for Customer's internal use (for clarity, "internal use" means and includes use by or on behalf of Customer's Affiliates and such Affiliates shall not be considered a third party for the purposes of this Section, provided that Customer remains responsible for the Customer's 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 Subscription Services (including any Software) 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 the Software or otherwise access to Subscription 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 Subscription Services. Distributing the Software or otherwise providing access to any portion of the Subscription Services to a third party or using any of the Subscription Services for the benefit of a third party (for example, using Subscription Services to provide hosting services, managed services, Internet service provider (ISP) services, or third party access to or use of the Subscription Services) 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).

### 4.2 Use by Contractors

The Subscription Services may be used under the terms of this Appendix by third parties acting on Customer's or its Affiliates' behalf, such as contractors, subcontractors or outsourcing vendors, provided that (i) Customer remains responsible for all of Customer's obligations under the Agreement and for the activities and omissions of the third parties, (ii) Customer controls the access to the Software, if and when the Software is deployed within a third party data center (which control of access does not require physical control and instead may be accomplished through the use of appropriate contractual provisions with the data center operator) and (iii) if applicable, Customer agrees to the terms stipulated in Section 11, below, before Customer migrates its Subscription Services off of Customer's premises or off of Pods within a third party data center that are under Customer's control into a Provider's Cloud (as defined in Section 10).

### 4.3 Transfer of Subscriptions

Customer may transfer Subscriptions designated as "Portable" in Schedule 1.A. from one Unit to another Unit with the same Subscription characteristics (such as from one on-premise Pod to another on-premise Pod) without the purchase of additional Subscriptions, provided that Customer does not increase the total quantity of Units and uses such Subscriptions for the same Designated Purpose, if applicable. (Please note: transfers of Subscription Services may require Customer to contact Liferay for underlying technical administration of the transfer to ensure continuity of Services.)

### 4.4 Unauthorized Use of Subscription Services

Any unauthorized use of the Subscription Services is a material breach of the Agreement such as, without limitation, (i) only purchasing or renewing Subscription Services based on some, but not all, of the total number of Units that Customer deploys, installs, uses, consumes or executes, (ii) providing access to Software or Software Maintenance to third parties, (iii) using Subscription Benefits to provide support to third parties, (iv) using Subscription Services in connection with any redistribution of Software, (v) using Subscription Services to support or maintain any non-Liferay Software, (vi) using Subscription Services or Software for the purpose of building a competitive product or service to the Liferay Software or Services or copying the Software's features or user interface, (vii) using the Subscription 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 (viii) developing Forked Software. If Customer uses any Subscription Services or Software for non-Liferay Software, Customer agrees that as a remedy in case of such breach, Customer will pay Liferay the Subscription Services Fees for each Unit for which Customer utilizes the Subscription 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.

### 4.5 Web Based Services

As a precondition to the use of Web Based Services, Customer agrees to comply with the Liferay Acceptable Use Policy and the Terms of Services, available at [www.liferay.com/legal](http://www.liferay.com/legal) as of the Order Form Effective Date of the Order Form governing Customer's use of the Web Based Services (the "**Acceptable Use Policy**" and the "**Terms of Service**", respectively).

### 4.6 Limiting Devices

Customer is hereby notified that the Subscriptions 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 Subscriptions contain or are otherwise subject to Limiting Devices, Liferay will provide Customer with materials necessary to use the Subscriptions 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 Subscriptions, including but not limited to, resetting the Unit amount.

## 5. Subscription Term

Unless otherwise agreed by the parties in writing, Subscription Services (i) will begin on the date specified on the Order Form to which this Appendix is attached or referenced (please note that the foregoing does not limit Customer's obligation to pay for Subscription Services that Customer previously used but for which Customer has not paid), (ii) cannot be terminated for convenience by either party and (iii) may be renewed by the parties upon mutual agreement. The initial term and any renewal term are collectively referred to as the "**Subscription Term**".

## 6. EULAs

### 6.1 Access to Software

Certain Subscriptions provide Customer with access to download and use of specific builds of Liferay Software as identified in Schedule 1.A. Customer's use of such Software are subject to the applicable EULA as identified in Schedule 1.A, respectively. Each such EULA is an agreement separate from the Agreement.

### 6.2 Open Source Licensed Copies

To the extent Customer has been using a copy of Liferay Software originally obtained under the terms of an open source license ("OSS Copy"), and wishes to continue using such OSS Copy (where such continued use is feasible under a Subscription), the following applies: (i) the components of the OSS Copy licensed by Liferay under an open source license shall, as of the Subscription Term start date be deemed to be licensed under the applicable EULA for the corresponding Liferay Software; and, (ii) notwithstanding anything to the contrary set forth in Section 1, the term "Software" as used in this Appendix shall, for purposes of the applicable Liferay Software, include such OSS Copy.

## 7. Legal Assurance Program

This Section 7 describes the Legal Assurance Program ("Program"), which is a set of intellectual property assurances that Liferay offers to Customer as a Subscription Benefit for Assured Software (Subscriptions including Legal Assurance are referred to as "**Eligible Subscriptions**"). The effective date of this Program ("**Program Effective Date**") is the start date of an Eligible Subscription as set forth in an Order Form.

### 7.1 Assured Software

This Program covers the Software including any Updates to the extent the relevant Units are covered by an active Eligible Subscription at the time of the Claim (as defined in Section 7.2) or threatened Claim (such Software referred to as "**Assured Software**").

### 7.2 Intellectual Property Assurances

#### 7.2.1. Obligations

If an unaffiliated third party initiates a legal action against Customer (such action, a "Legal Action") and the Legal Action includes an allegation that Customer's use of Assured Software directly infringes the third party's copyrights, patents or trademarks, or misappropriates the third party's trade secret rights (such allegation within a Legal Action, a "Claim") and Customer has complied with and remains in compliance with the terms of this Program, then, subject to the other terms in this Program, Liferay will (i) defend Customer against the Claim and (ii) pay costs, damages and 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 Assured Software with respect to such alleged or actual infringement.

#### 7.2.2. Remedies

If an injunction against Customer's use of the Assured Software is obtained pursuant to a Claim, Customer's use of Assured Software is found by a court to infringe a third party's copyrights, patents or trademarks, or misappropriates the third party's trade secret rights or if Liferay believes that such a finding, injunction or a Claim is likely, then Liferay will, at its expense and option: (i) obtain the rights necessary for Customer to continue to use the Assured Software consistent with the Agreement; and/or (ii) modify the Assured Software so that it is non-infringing; and/or (iii) replace the infringing portion of the Assured Software with non-infringing code of similar functionality (subsections (i), (ii) and (iii) are the "IP Remedies"); provided that if none of the IP Remedies are available on a basis that Liferay finds commercially reasonable, then Liferay may terminate the Agreement and/or the applicable Order Form without further obligations to Customer under this Section 7.2.2 or any other liability for such termination, and, if Customer then returns the Assured Software that is the subject of the Claim, Liferay will refund any prepaid Fees for the Eligible Subscription(s) related to Assured Software based on the time remaining under the applicable Eligible Subscription as of the effective date of such termination. If Customer chooses not to return the Software, Customer shall bear the sole risk of any costs, damages and/or attorney's fees arising from Customer's continued use of the Assured Software 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.

#### 7.2.3. Conditions

As conditions precedent to Liferay's obligations to Customer under this Section 7.2, Customer must comply with the following conditions: Customer must (i) be current in the payment of all applicable Fees prior to a Claim or threatened Claim; and remain current in such payments throughout the term of the Program, (ii) notify Liferay promptly, but in no event later than ten (10) days of receipt of any Claim; (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 Liferay's 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.

#### 7.2.4. Exclusions

Notwithstanding the foregoing, Liferay will have no obligations under Section 7.2 with regard to any Claim to the extent that it is based upon either (i) a modification of Assured Software 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 Assured Software in combination with a product, process, step, structure, 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 the Covered Software without an IP Remedy for such Claim after Liferay has informed Customer of the availability of the IP Remedy for the Claim; (vi) any use of the Assured Software by Customer other than for Customer's internal use (Customer's own internal use does not include, for example, providing third party use or access to ABIs, APIs or binaries of the Assured Software, or similar uses or making, offering to sell, selling, distributing and/or importing products that include Assured Software); (vii) use by Customer after notice by Liferay to discontinue use of all or a portion of the Assured Software 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 Assured Software (including, but not limited to allegations associated with the 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 Assured Software.

### **7.3 Term**

The term of this Program will begin on the Program Effective Date and will terminate upon the expiration or termination of Customer's last active Eligible Subscription, provided that if Liferay updates or amends the Program, (i) this Program will apply only until the end of the then current Subscription Term for any active Eligible Subscriptions and (ii) Customer will have the opportunity, in Customer's sole discretion, to participate in the updated or amended Program for any additional Eligible Subscriptions or renewal terms of existing Eligible Subscriptions. If this Program expires or is terminated for any reason, Sections 7.1 and 7.3 through 7.5 will survive termination.

### **7.4 Liability**

**7.4.1.** Liferay will not be obligated to pay any amounts in connection with a Claim related to any period of time during which Customer does not have active and fully-paid Eligible Subscriptions related to the Assured Software. Liferay will have no obligation to Customer under this Program if, as of the Program Effective Date, Customer had received notice of allegations of infringement or are had engaged in litigation concerning the subject matter of what would otherwise be a Claim under this Program or with respect to a product substantially similar to the Assured Software. If the Legal Action includes a claim that both Assured Software and non-Assured Software infringe, then Customer will be responsible for a proportional share of common fees and costs in defending such claim based on the relative proportion of Assured Software and non-Assured Software.

**7.4.2. IT IS LIFERAY'S INTENT TO PROVIDE CUSTOMER A SET OF PROTECTIONS UNDER THIS PROGRAM RELATED TO CLAIMS (AS DEFINED IN SECTION 8.2 ABOVE). IT IS NOT LIFERAY'S INTENT TO EXPAND LIFERAY'S TOTAL LIABILITY TO CUSTOMER IN EXCESS OF THE LIABILITY LIMITATIONS, EXCLUSIONS AND EXCEPTIONS SET FORTH UNDER THE BASE AGREEMENT.**

**7.4.3.** No express or implied warranties by Liferay or its Affiliates are created as a result of this Program. To the maximum extent permitted by law this Program sets forth Customer's 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 and supersedes any other Liferay obligation related to the subject matter of this Program (including, but not limited to, indemnification, breach of warranty, and/or breach of contract under the Agreement or otherwise and any implied warranty of non-infringement, which is hereby disclaimed). For the avoidance of doubt, the terms of Section 7.2 above 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 Legal Assurance terms or conditions that may be included in the Agreement. If there are any other applicable indemnity coverage or remedies available to Customer related to intellectual property infringement, 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 Agreement (including this Program).

### **7.4.4. Allocation of Risk**

THIS SECTION 7.4 AND THE OTHER TERMS AND CONDITIONS OF THIS PROGRAM ALLOCATE THE RISKS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER OF THIS PROGRAM. THIS ALLOCATION IS AN INTRINSIC PART AND THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. WITHOUT SUCH ALLOCATION LIFERAY WOULD NOT HAVE ENTERED INTO THIS PROGRAM AND THE AGREEMENT. LIFERAY'S PRICES FOR SUBSCRIPTION SERVICES REFLECT THIS ALLOCATION OF RISKS AND THE DISCLAIMER OF WARRANTIES, EXCLUSIONS AND LIMITATION OF LIABILITY SPECIFIED HEREIN. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS CONTAINED IN THIS PROGRAM APPLY, EVEN IF ANY REMEDY (INCLUDING ANY LIMITED OR EXCLUSIVE REMEDY) PROVIDED FOR IN THIS PROGRAM FAILS IN ITS ESSENTIAL PURPOSE.

### **7.5 Miscellaneous**

- i. This Program is binding on the parties to the Order Form, and nothing in this Program confers upon any other person or entity any right, benefit or remedy of any nature whatsoever.
- ii. By express agreement of the parties and as an intrinsic part of the bargain between the parties if any provision of this Program is held invalid or unenforceable for any reason, this Program will be deemed invalid in its entirety.

## **8. End of Service Life Policy**

During the Services life cycle of a specific version of Software, the scope of Maintenance and Support evolves and, after a number of years, phases out for older versions of Software. The details of the Services life cycle are set forth in the EOSL Policy. For certain Software, Liferay offers Extended Premium Support as described in Schedule 1.A to extend the Premium Support Phase for a specific version of Software.

## **9. Web Based Delivery**

Liferay will make available the Software (including any Updates) to Customer for electronic download from the Customer Portal. Software (including any Updates) shall be considered delivered by Liferay to Customer when made available for download.

## **10. Deploying Liferay Software in a Provider's Cloud**

Customer may transfer to and use the Software made available for download as part of the Liferay Subscriptions designated as "Portable" in Schedule 1.A in a third party's ("Provider") hosted computing infrastructure of shared resources that provides Virtual CPUs to Customer on-demand ("Cloud"). All terms and conditions set forth in the Agreement or in the applicable EULA concerning the Subscription Services and the relevant Software apply to the use of such Services and Software in the Provider's Cloud, except that certain software components or functionality of the Software contained in the Subscriptions may not be available or supported when used in the Provider's Cloud. Customer agrees that the total number of Units of the Liferay Subscriptions that Customer is entitled to deploy, install, use, or execute in accordance with the Order Form or purchase order is not increased due to this permission to transfer and use the Liferay Software in the Provider's Cloud.

Liferay is not a party to Customer's agreement with the Provider and is not responsible for providing access to or support for a Provider's Cloud or any other obligations of Provider under such separate agreement. Fees for Subscription Services do not include any Provider Cloud services.

**SCHEDULE 1.A**

| Software   | Unit                 | Licensed Software   | Customer Portal Access | Maintenance | Support | Legal Assurance | Portable |
|--|----------------------|---|------------------------|-------------|---------|-----------------|----------|
| <b>Enterprise Subscriptions</b>                        |                      |   |                        |             |         |                 |          |
| <b>Liferay DXP</b>                                     | Pod                  | Liferay DXP, and Free Liferay Subscription Apps   | Yes                    | Yes         | Yes     | Yes             | Yes      |
| <b>Liferay CMS</b>                                     | Pod                  | Liferay CMS, and Free Liferay Subscription Apps   | Yes                    | Yes         | Yes     | Yes             | Yes      |
| <b>Liferay Commerce</b>                                | Pod                  | Liferay Commerce, and Free Liferay Subscription Apps  | Yes                    | Yes         | Yes     | Yes             | Yes      |
| <b>Liferay Enterprise Search Add-On Subscriptions*</b> | Pod                  | Liferay Enterprise Search   | Yes                    | Yes         | Yes     | No              | Yes      |
| <b>AWS Ready**</b>                                     | Customer Application | A set of provisioning and deployment artifacts including but not limited to templates, charts, modules, scripts and other related mechanisms to deploy, configure or operate Liferay Software (for example, Helm charts, Terraform modules, etc.) on Amazon Web Services (AWS) cloud hosting service.   | No                     | No          | Yes     | No              | No       |
| <b>Azure Ready**</b>                                   | Customer Application | A set of provisioning and deployment artifacts including but not limited to templates, charts, modules, scripts and other related mechanisms to deploy, configure or operate Liferay Software (for example, Helm charts, Terraform modules, etc.) on Microsoft Azure cloud hosting service.             | No                     | No          | Yes     | No              | No       |
| <b>Google Ready**</b>                                  | Customer Application | A set of provisioning and deployment artifacts including but not limited to templates, charts, modules, scripts and other related mechanisms to deploy, configure or operate Liferay Software (for example, Helm charts, Terraform modules, etc.) on Google Cloud Platform (GCP) cloud hosting service. | No                     | No          | Yes     | No              | No       |

\* The applicable Support Tier for Add-On Subscriptions is the same as the underlying Subscription.

\*\* All trademarks, logos and brand names are the property of their respective owners. All company, product and service names used in this Appendix and its related documents are for identification purposes only. Use of these names, trademarks and brands does not imply endorsement.

As used in this Schedule 1.A, “Pod” means a Kubernetes pod in which one or more containers execute Liferay Software.

Each item of Liferay Software listed below is subject to and governed by the corresponding EULAs, respectively. In certain cases, where indicated, Customer may, at Customer's sole and exclusive discretion, choose from more than one option.

| Liferay Software          | EULA   |
|---------------------------|--|
| Liferay DXP               | <a href="http://www.liferay.com/documents/d/guest/Liferay-EULA-2102602_GL">www.liferay.com/documents/d/guest/Liferay-EULA-2102602_GL</a> or LGPL v2.1 or later |
| Liferay CMS               | <a href="http://www.liferay.com/documents/d/guest/Liferay-EULA-2102602_GL">www.liferay.com/documents/d/guest/Liferay-EULA-2102602_GL</a> or LGPL v2.1 or later |
| Liferay Commerce          | <a href="http://www.liferay.com/documents/d/guest/Liferay-EULA-2102602_GL">www.liferay.com/documents/d/guest/Liferay-EULA-2102602_GL</a> or LGPL v2.1 or later |
| Liferay Enterprise Search | <a href="http://www.liferay.com/legal/enterprise-search-eula">www.liferay.com/legal/enterprise-search-eula</a>   |