



## EULA: LIFERAY DEVELOPER STUDIO

This End User License Agreement (“**EULA**”) governs the use of the Liferay Developer Studio software including any related updates, upgrades, versions, appearance, source code, structure, organization, Documentation (as defined below) and application program interface(s) (collectively the “**Software**”), regardless of the delivery mechanism. For the purposes of this EULA Software shall not include Liferay Portal Enterprise Edition, which is delivered as part of Liferay Developer Studio, but subject to its own end user license agreement.

**PLEASE READ THIS EULA CAREFULLY BEFORE ACCESSING, DOWNLOADING, INSTALLING OR IN ANY WAY USING THE SOFTWARE. BY CLICKING YOUR ASSENT OR ACCESSING, DOWNLOADING, INSTALLING OR IN ANY WAY USING THE SOFTWARE, YOU SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF THIS EULA AND ACKNOWLEDGE THAT YOU HAVE READ AND YOU UNDERSTAND THE TERMS. IF YOU ARE AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU MUST NOT ACCESS, DOWNLOAD, INSTALL OR IN ANY WAY USE THE SOFTWARE.**

### 1. Definitions

“**Affiliates**” means in the case of a company, 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.

“**Business Partner**” means an organization authorized by Liferay, directly or indirectly, to promote, market, sell, resell, distribute and support the Software.

“**Development Purposes**” means using the Software for the specific purpose of building software that runs with or on the Software.

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

“**Liferay**” means Liferay, Inc. with a principal place of business at 1400 Montefino Avenue, Diamond Bar, CA 91765.

“**Third Party Software**” means 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 licensed under terms and conditions outside the scope of this EULA as further specified in Section 2 below.

“**You**” means, as applicable, the individual or the entity on whose behalf the individual is acting and “**Your**” shall be construed accordingly.

### 2. License Grant

Subject to the restrictions set forth in this Section 2 and Section 3 below and subject to Your compliance with the other terms and conditions of this EULA, Liferay grants to You a perpetual, non-transferable, non-exclusive, worldwide, non-sublicensable license, to use the Software for Development Purposes only, limited to use on one (1) development workstation and solely for use in connection with Liferay Portal Enterprise Edition software. You acquire only the right to use the Software and do not acquire any rights of ownership in the Software. Liferay reserves all rights to the Software not expressly granted to You. The Software is provided with certain Third Party Software. Each Third Party Software item is licensed to You under the applicable license terms and conditions set forth at [www.liferay.com/third-party-software](http://www.liferay.com/third-party-software) or in a file accompanying the Software and your use of any Third Party Software shall be subject to such terms and conditions. Any source code, in accordance with the applicable license terms of Third Party Software, will be made available by Liferay as instructed in the README.txt file bundled with the Software. The license granted to You under this EULA pertains solely to Your use of the Software and nothing in this EULA is intended to limit Your rights under, or grant You rights that supersede, the license terms of any

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3.1 The license granted to You under this EULA does not authorize You (nor may You allow any third party, specifically non-employees of Yours) to: (i) copy, reproduce, use, sublicense, rent, lease or otherwise distribute or allow third party access to the Software except as expressly authorized hereunder; (ii) decompile, disassemble, reverse engineer, translate, modify, loan, convert or apply any procedure or process to the Software in order to ascertain, derive, and/or appropriate for any reason or purpose, including the Software source code or source listings or any trade secret information or process contained in the Software (except as permitted under applicable law); (iii) execute or incorporate other software (except for approved software as more particularly identified in the Documentation or specifically approved by Liferay in writing) into Software, or create a derivative work of any part of the Software, (iv) remove any product identification, trademarks, trade names or titles, copyrights, legends or any other proprietary marking on the Software; (v) disclose the results of any benchmarking of the Software (whether or not obtained with Liferay’s assistance) to any third party; (vi) use any of Liferay’s intellectual property rights protected by applicable laws and contained in or accessible through the Software for the purpose of building a competitive product or service or copying its features or user interface, (vii) use the Software to develop, enhance or create derivative works of any community version of the Liferay Portal software.

3.2 You acknowledge and agree that title to the Software and each component, copy and modification, including but not limited to all derivative works, improvements or upgrades (“**Derivative Works**”) whether made by Liferay, You or on Liferay’s or on Your behalf, including those made at Your suggestion and all associated intellectual property rights, are and shall remain the sole and exclusive property of Liferay, its Affiliates and/or its licensors. You agree to assign, and hereby irrevocably and unconditionally assign to Liferay, in perpetuity and without further consideration, all right, title and interest in and to all Derivative Works created by or on behalf of You, and all intellectual property rights therein or relative thereto. To the extent such intellectual property rights cannot (as a matter of law) be assigned by You to Liferay, You unconditionally and irrevocably grant to Liferay a perpetual, non-terminable, exclusive (without reservation), royalty-free, fully-paid, right and license, with the right to sublicense through multiple tiers of sublicensees, under any and all such rights: (i) to reproduce, create derivative works of, distribute, publicly perform, publicly display, digitally transmit and otherwise use the Derivative Works in any medium or format, whether now known or hereafter discovered; (ii) to use, make, have made, sell, offer to sell, import, and otherwise exploit any product or service based on, embodying,

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WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER, THE SOFTWARE IS NOT SPECIFICALLY DESIGNED, MANUFACTURED OR INTENDED FOR USE IN (1) 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 (2) SIMILAR ULTRA- HAZARDOUS OR STRICT LIABILITY ACTIVITIES AND YOU ARE SOLELY RESPONSIBLE AND EXPRESSLY ASSUME ALL RISK FOR ANY SUCH USE.

#### 5. Exclusion and Limitation of Liability, Risk Allocation

##### 5.1 Exclusion of Liability.

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL LIFERAY OR ANY OF ITS AFFILIATES HAVE ANY LIABILITY TO YOU OR YOUR 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 UNDER OR IN RELATION TO ANY OTHER CONTRACT, LOSS OF DATA OR INTERRUPTION OF SERVICES, LOSS OF ANTICIPATED SAVINGS OR BENEFITS, OR COVER COSTS 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, 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 FORSEEABLE; EVEN IF LIFERAY, ITS AFFILIATES OR A BUSINESS PARTNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, COSTS OR EXPENSES.

##### 5.2 Limitation of Liability

FOR ALL EVENTS AND CIRCUMSTANCES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LIFERAY'S AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS EULA, 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), STATUTE OR OTHERWISE WILL NOT EXCEED FIFTY UNITED STATES DOLLARS (\$50.00).

##### 5.3 Allocation of Risk

THE PROVISIONS OF SECTION 4 AND THIS SECTION 5 ALLOCATE THE RISKS UNDER THIS EULA BETWEEN LIFERAY AND YOU. THIS ALLOCATION IS AN INTRINSIC PART OF, AND THE BASIS OF, THE BARGAIN BETWEEN YOU AND LIFERAY AND WITHOUT SUCH ALLOCATION, LIFERAY WOULD NOT HAVE ENTERED INTO THIS EULA. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS CONTAINED IN SECTIONS 4 AND 5 APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY (INCLUDING ANY LIMITED OR EXCLUSIVE REMEDY) PROVIDED FOR IN THIS EULA FAILS IN ITS ESSENTIAL PURPOSE.

#### 6. Export Control

You: (i) acknowledge and agree that the Software and its components are subject to export controls under the U.S. Commerce Department's Export Administration Regulations ("EAR"); (ii) represent and warrant that You are not located in any country listed in Country Group E:1 in Supplement No. 1 to part 740 of the EAR; (iii) shall not export, re-export, divert, or transfer the Software to any prohibited destination or to any party who has been prohibited from participating in US export transactions by any federal agency of the US government; (iv) shall not use or transfer the Software for use in connection with the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, or sounding rockets or unmanned air vehicle systems; and (v) acknowledge and agree that if You export, re-export, or transfer the Software to eligible recipients, then You shall: (a) strictly comply with all applicable export control laws, (b) obtain all necessary licenses and permits, including those required by the EAR; and (c) submit all reports required by the Commerce Department's Bureau of Industry and Security, which include the name and address (including country) of each transferee. Liferay will not have any liability for the failure to obtain a U.S. export license to export the Software. You further acknowledge and agree that countries including the United States may restrict the import, use, or export of encryption products (which may include the Software) and agree that You shall be solely responsible for compliance with any such import, use, or export restrictions. You shall indemnify Liferay, including its officers, directors and agents from all losses and liabilities (including reasonable attorneys fees and court costs) arising from any breach of Your representations, warranties or obligations under this Section.

#### 7. General

If any provision of this EULA is held to be unenforceable, such ruling shall not affect the enforceability of the remaining provisions. 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 EULA. This Liferay Developer Studio EULA shall be governed by the laws of the State of New York and of the United States, without regard to any conflict of laws provisions. The rights and obligations of the parties to this EULA shall not be governed

by the United Nations Convention on the International Sale of Goods.

**8. U.S. Federal Government End Users**

Liferay provides the Software for U.S. federal government end use under this EULA with the following modifications: (a) the last sentence in Section 6 is removed in its entirety, and (b) the governing law as set forth in the second sentence of Section 7 shall be federal law and not the laws of the State of New York.