



**Micro Focus Hosted Services
Amendment**

This Micro Focus Hosted Services Amendment (“Amendment”), after submission by the customer entity identified and signing below (“Customer” or “You”) and acceptance by the relevant Micro Focus entity (“Micro Focus”), shall become a binding agreement and, where applicable, shall amend Your Volume License Agreement (“VLA”), as well as the end user license agreement (“EULA”) accompanying the relevant Micro Focus Software product. Unless modified by this Amendment, the terms of Your VLA and/or EULA shall remain unchanged and unaffected.

Customer Name: _____

Customer Address: _____

Contact: _____

Title: _____

Phone/Fax: _____

Email: _____

1. **Purpose:** Customer intends to use certain Micro Focus Software products designated by Micro Focus to provide hosting, subscription, service bureau, outsourcing or other similar software usage services (“Hosted Services”), including the leasing of third-party applications, to its Hosted Customers. “Hosted Customer” means a third party for whom You operate, maintain, and/or use the Micro Focus Software to enable the third party to operate its business. The Micro Focus Software may allow such hosting customers to have use of the third-party applications by connecting to Customer’s servers. Except for product components that are necessary to enable Customer to perform the Hosting Services, at no time will You download, or allow any Micro Focus Software to be downloaded, onto the Hosted Customer’s workstations or servers.

2. **Changes to Your VLA/EULA Terms:**

- a. License. Notwithstanding any conflicting provisions that may be contained in the VLA and EULA, for licenses of the Micro Focus Software product(s) licensed under the terms of this Amendment for which all applicable Subscription fees have been paid, You may install copies of such product(s) for which you have paid the applicable Subscription fees and use such installed copies solely for the purpose of implementing Hosting Services to each applicable Hosted Customer. Such product(s) shall be used only to allow Your Hosted Customer access to the functionality of the software and not to any master media. Subscription fees must correspond to the number of Hosted Customer users (or other unit of measurement required by the applicable EULA) and must remain in effect at all times during the term of this Amendment.
- b. Subscription. For Micro Focus Software products where only Subscription fees have been paid, You agree that regardless of any terms in the VLA or product EULA to the contrary, such use shall not be perpetual and will be allowed only for so long as the applicable Subscription coverage remains in effect. Should Your business relationship with a particular Hosted Customer end, You may thereafter allocate and use the same Subscriptions to the Micro Focus Software product(s) in providing Hosted Services to a different Hosted Customer, for so long as the applicable Subscription coverage remains in effect.
- c. Perpetual Licenses. In the event that You require ownership of perpetual license rights, You must purchase the applicable perpetual license in sufficient quantity to cover Your provision of Hosting Services to Your Hosted Customers. Should Your business relationship with a particular Hosted Customer end, You may thereafter allocate and use the same licenses to the Micro Focus Software product(s) in providing Hosted Services to a different Hosted Customer.
- d. Anti-Corruption Obligations.
 - 1. You warrant that You, Your officers, employees, agents and sub-contractors:
 - (a) Do not represent Micro Focus or Micro Focus’s interests, save as set forth in this Agreement;
 - (b) Do not have or maintain any illegal or corrupt connections with Micro Focus or any servant or agent of Micro Focus; and
 - (c) Do not have or maintain any illegal or corrupt connections with any customer, government, government agency or public body of any country or any servant or agent thereof, in particular, but without limitation, any government official, government minister, candidate for political office or military or police officer.
 - 2. You shall exercise commercially reasonable diligence to guard against conflicts of interest with respect to Micro Focus among its officers, employees, agents or sub-contractors. In the event that You become aware that any conflict of interest involving its officers, employees, agents or sub-contractors is reasonably likely to involve Micro Focus, You shall take prompt corrective action and advise Micro Focus of the conflict and the corrective action taken.

3. Neither You nor Your officers, employees, agents or sub-contractors shall offer, promise, give, request, accept or agree to accept from any person (whether for themselves or on behalf of another) any advantage, gift, payment, consideration or benefit of any kind which is intended to influence a decision or gain advantage or which otherwise constitutes a bribe and/or an illegal or corrupt practice under the applicable laws of any country, either directly or indirectly in connection with this Agreement or the business of Micro Focus ("the Anti-Corruption Obligation").

4. You shall disclose in writing to Micro Focus details of any breach or alleged breach of the Anti-Corruption Obligation. Micro Focus may terminate this Agreement immediately upon written notice to You in the event of a breach of the Anti-Corruption Obligation.

5. Code of Conduct. Your attention is drawn to the Micro Focus Partner Code of Conduct ("the Code") available at www.partnernetprogram.com/partner-code-of-business-ethics.pdf which describes the standards of conduct and ethics expected of all Micro Focus intermediaries. You shall comply with the Code which is expressly incorporated into this Agreement.

6. Except where You are listed on a recognized stock exchange, You shall promptly inform Micro Focus of any changes to its officers and/or its shareholders (including, if not registered shareholders, its ultimate beneficial owners) where such changes change the effective control of or of a controlling interest in You.

- e. You further agree that the availability and discounted pricing of the above Software products is solely to enable You to provide Hosting Services to Your Hosted Customers; such Micro Focus Software products are not for resale and may not be used by You to provide Hosted Services for a greater number of Hosted Customers (or the individual end users of such Hosted Customers) than the number for which You have paid the applicable Subscription fees.

You also agree to the following:

- (a) be responsible for the payment of all Subscription fees related to use of the Micro Focus Software. A minimum initial purchase of U.S. \$5,000, before discount, is required upon execution of this Amendment. Thereafter, Your minimum annual order for Micro Focus Software under this Amendment must be in an amount no less than U.S. \$5,000, before discount; and
- (b) ensure that each Hosted Customer using the Micro Focus Software through Your Hosted Services understands, and agrees to be bound by, the applicable Micro Focus End User License Agreement for the relevant product(s); and
- (c) implement commercially reasonable measures and enforceable policies within the Hosted Services and Your network that use the Micro Focus Software to prevent: Internet abuse (including unauthorized access, monitoring, interference, and privacy breaches), security breaches (failing to protect the security of servers under Your control), bulk or commercial e-mail misconduct (failing to comply with the CAN SPAM ACT of 2003 and related laws and regulations applicable in Your country or origin), offensive content, and violations of intellectual property laws. Such measures may include, where appropriate, acceptable use policies and enforcement, use of updated firewalls, commercially available virus screening software, log-on identification and passwords, encryption, intrusion detection systems, logging of incidents, periodic reporting, and prompt application of current security patches and virus definitions; and
- (d) be fully responsible for and indemnify Micro Focus against any unauthorized use of Micro Focus Software or breach of the above obligations by You or any of Your Hosted Customers.

3. **Term and Termination.** The term of this Hosted Services Amendment shall begin on the latter of the two dates this Amendment is executed by both parties ("Effective Date") and will continue until either party terminates upon sixty (60) days prior written notice. Unless otherwise stated in the Agreement, neither Customer's nor Micro Focus's exercise of such termination right will relieve it of its then-current annual Subscription obligations, or entitle Customer to any refund for unused Subscription fees. This Amendment will be governed by the terms and conditions of the VLA between You and Micro Focus in effect as of the Effective Date.

SIGNATURES LOCATED ON THE NEXT PAGE

Customer Organization

Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Micro Focus Organization

Micro Focus Entity: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Upon execution of this Amendment, please send it by fax and then mail the original(s) to Micro Focus at:

For North America, Canada, Latin America, Asia Pacific: Micro Focus, Inc., Attn: Contracts & Negotiations, 1800 South Novell Place, Mailstop PRV-H-444, Provo, UT 84606. Fax #: 801-861-2855

For Europe, Middle East, Africa: Micro Focus Ireland, Attn: Contract Administration, Corrig Court, Corrig Road, Sandyford Business Estate, Sandyford, Dublin 18 Ireland. Fax# 00 353 1 6058089