**Micro Focus Global Training Partner Addendum**

This Micro Focus Global Training Partner Addendum provides the terms and conditions applicable to organizations wishing to participate in the Micro Focus Training Partner Program. This Addendum constitutes an Addendum to your Micro Focus Partner Agreement. The terms of this Addendum in no way limit or alter Partner’s rights and obligations under the remainder of the Micro Focus Partner Agreement (including under other addenda or applicable Transaction Documents), except that in the event of any conflict between the terms of this Addendum and the Micro Focus Partner Base Terms, the terms of this Addendum take precedence with respect to any subject matter of the Addendum

1. **Definitions.** Capitalized terms not otherwise defined in this Addendum are defined in the Micro Focus Partner Base Terms. Capitalized words or phrases used in this Addendum are defined as follows:
2. “Authorized Course” means a course is taught at a Licensor-authorized facility by an instructor certified by Licensor to teach such course. An Authorized Course must include and cover all concepts in the Licensor Materials.
3. “Training Partner Website” means the secure training web site designed to assist Partner in obtaining program information and documents referenced in this Agreement.
4. “Qualified Instructor” means an instructor that has met the requirements defined in the Instructor Program Description and Application located on Training Partner Website, as such publication may be revised from time to time.
5. “Effective Date” means the date the Partner is notified in the written Authorization Notice that it is approved as a Micro Focus Training Partner.
6. “GTP” means Global Training Partner.
7. “GTP Program” means the terms and conditions set forth in the Micro Focus Global Training Partner Program Guide, as may be updated from time to time by Micro Focus.
8. “Licensor Materials” means materials obtained from Licensor or a Licensor-authorized distributor under the terms of this Agreement such as student kits, instructor kits, training units and course completion certificates.
9. “Marks” means then-current Licensor trademarks, service marks, and certification marks, whether registered or unregistered, that Licensor identifies as applicable to the Licensor Materials Partner is authorized to utilize as a participant of the GTP program.
10. "Course" means Micro Focus Curriculum, that are sold and delivered to Micro Focus customers, Partner’s customers and Partner, and either sold or hosted by Micro Focus or sold or delivered by Partner under the terms of this Agreement. This includes web-based training (“WBT”), end user training (“EUT”), Technical training on-demand (“TTO”), virtual instructor-led training (“VILT”), instructor-led training (“ILT”), labs on demand (“LOD”), adoption readiness tool (“ART”), and Training Pass.
11. **Appointment.** Subject to the Agreement provisions and during the Agreement term Licensor appoints Partner as a Training Partner and authorizes Training Partner to offer Authorized Courses to students and to use the Marks in marketing and advertising as described in section 9, Advertising. This appointment is non-exclusive and is conditional upon Partner’s compliance with the Agreement terms. Partner is not authorized to provide Licensor Materials to any anyone other than its training customers and students and may not distribute Licensor Materials to any other entity.
12. **Global Training Partner Program (GTP).** The Global Training Partner Program Guide is incorporated into this Agreement. Licensor may subsequently change the GTP Program Guide; any revised GTP Program Guide will supersede earlier versions and will become binding upon Partner 30 days after notice of the change is published on the Micro Focus Training Partner Website. However, if any conflict arises between this Agreement and the GTP Program Guide, this Agreement will govern. If Partner is unsatisfied with any change made to a GTP Program Guide, Partner’s sole remedy is to terminate the Agreement upon 30 days written notice.
13. **Service Level Requirements.** In order for Gold and Platinum Training Partners to receive payment for each individual class, Partner will be required to maintain an 85% course evaluation submission rate and a 3.8 Instructor quality metric (or equivalent) from the course evaluations.
14. **Expenses:**
15. If Micro Focus schedules a public course at a Gold or Platinum Training Partner’s facility AND an Instructor is selected or requested by Micro Focus, then travel expenses for such requested Instructor shall be paid by Micro Focus based on an approved Statement of Work that was submitted to Micro Focus prior to Partner delivering the class. The Statement of Work shall include the Partner Instructor, the travel expenses and the location of the course.
16. If a Gold or Platinum Partner requests a Micro Focus course to be scheduled at Partner’s facility AND the Partner supplies the instructor, then the travel expenses for the Instructor shall be paid by the Partner and not paid by Micro Focus.
17. If an on-site course is resold by a Gold or Platinum Partner to a specific client under a separate agreement, it is Partner’s responsibility to be reimbursed for any travel expenses, incurred by Partner, from the client. Micro Focus will not reimburse Partner for these travel expenses.
18. **Instructor Cancellation:**
19. Micro Focus reserves the right to cancel the Instructor, which they have contracted to hire with a Partner, without penalties with ten (10) business days’ notice. An amount equivalent to one-half of the total Instructor fee will be paid by Micro Focus to the Partner if the Instructor is cancelled within the ten day period.
20. The Gold or Platinum Partner must give a minimum of twenty-four (24) hours notice if the Instructor must cancel and needs to be replaced. Micro Focus reserves the right to replace the Instructor with a Micro Focus instructor. If a Micro Focus Instructor is not available or the current Partner does not have another qualified Instructor available, another Gold or Platinum Partner may be arranged to conduct Training for the course in question.
21. **Marketing, Registration and Support**
22. **Scheduling Micro Focus Public Courses.** Micro Focus manages the public training schedule and may request a Training Partner to perform training on behalf of Micro Focus based on: qualifications, quality scores, availability and costs of service. A Partner may request to add an official course led by Partner to the Micro Focus public schedule.
23. **Announcing Courses Led by Partner.** Micro Focus will post the Courses led by Partner (as scheduled by Micro Focus) on Micro Focus websites, course catalogs, etc. Micro Focus may review all Partner’s Micro Focus related marketing and promotional materials upon request. Partner shall not alter any Micro Focus course names advertised on Partner’s marketing materials.
24. **Supplier Facilities for Courses.** Partner may rent training room facilities to Micro Focus, upon Micro Focus’s request. Micro Focus will agree the prices for such rentals with the Partner on a case by case basis. Each Facility must meet the following criteria: (i) ability to host a minimum of eight (8) Students per class; (ii) include the following: workstations for each Student, network connectivity, video projectors and white boards, (iii) and will require easy access to restrooms, break areas, public phones, lunch facilities, adequate parking, close proximity to hotel accommodations, and provides for a professional setting.
25. **Partner Obligations**
26. Micro Focus will make use of the contact data relating to Partner that is stored in the Micro Focus Partner Program systems to contact Partner for the purpose of program and company communications. Partner is responsible for keeping this data up to date at all times.
27. **Use of Qualified Instructors**. Partner will comply with all instructions and guidelines laid down in the Micro Focus Instructor Program. Partner may have the same qualified Instructor certified to teach more than one course at all authorized sites. Partner must ensure that any person teaching official courses is a certified to teach the particular course in question. The cost of any required certification training will be incurred by Partner or the Instructor.
28. **Course Delivery and Curriculum.** Partner will deliver Authorized Courses in a professional and competent fashion by a qualified Instructor at approved Partner facilities using only current, original Licensor Materials. Each student will be supplied with a separate, unused, and unopened student kit. In the event any course is canceled, Partner will provide the students with at least 72 hours advance notice of cancellation.
29. **Training Partner Website.** Partner will review Training Partner Website weekly and the GTP Program Guide at least semi-annually to ensure Partner’s compliance with GTP policy and program changes.
30. **Anti-Piracy.** Partner agrees not to engage in the manufacture, use, distribution, supply, marketing or promotion of any counterfeit, pirated, or illegal software, student kits or other course materials, whether directly or indirectly, and will assist Licensor as reasonably required in the investigation of any such activities.
31. **Un-authorized Curriculum**. During the Agreement, for Licensor products and solutions for which Licensor offers an Authorized Course, Partner may offer only the Authorized Course and will not distribute, offer or sell any training course (including any instructor-led or self-study course) that competes directly with the Authorized Course or has as principal subjects the Licensor product(s) and/or solution(s) covered in the Authorized Course, unless otherwise approved by Licensor in writing. Nothing herein shall prevent Partner from offering any course for any product or service where no Authorized Course exists for such product or service, provided that once an Authorized Course for a particular product and/or service is available to Partner then Partner shall switch to the Authorized Course within 45 days of the date such course becomes available to Partner. Nothing in this section requires Partner to offer any minimum number of Authorized Courses.
32. **Course Documentation**
    1. **Course.** In providing an Authorized Course, Partner must order and use the Licensor Materials identified in the GTP Program Guide as applicable to the course.
    2. **No Reproduction of Materials.** All Licensor Materials are copyrighted and may not be reproduced.
    3. **Software licenses.** Use of any software licenses received under this Agreement shall be governed exclusively by the applicable end user license agreement accompanying the software.
    4. **Supplemental Materials.** Partner may not replace Licensor Materials for Authorized Courses with any other materials but Partner is free to add complimentary materials.
33. **Certificates.** An Authorized Course certificate must be given to each student who successfully completes an Authorized Course within the first two weeks of its completion, except that these certificates may not be given for self-study courses.
34. **Student Kits.** One unused Licensor student kit must be provided to each student for the Authorized Course being presented.
35. **Student Satisfaction.** Partner agrees that high student satisfaction is a condition of Partner’s continued authorization by Licensor. To ensure high student satisfaction, Partner agrees to:
    1. Conduct business in a manner that reflects favorably at all times on the Licensor Materials, products, goodwill and reputation of Licensor.
    2. Avoid deceptive, misleading or unethical practices that are or might be detrimental to Licensor, Licensor Materials or Licensor products.
    3. Take reasonable measures to ensure student customer satisfaction, including, but not limited to, refunding a dissatisfied student customer’s course tuition.
    4. For every Course that the Partner delivers, they must have the attendees fill out an on-line course evaluation.
    5. If a Partner receives an average score of 3.5 or below on the combined annual course evaluations, Micro Focus reserves the rights to terminate this Agreement.
36. **Advertising**. Partner may not advertise itself as having Micro Focus Training Partner status before the Effective Date or after such authorization is terminated. Partner shall not represent or imply that courses are Licensor-approved if they are not. Licensor course names and numbers must be accurately used in all advertising, and any non-Licensor courses taught must be clearly differentiated from Licensor courses.
37. **Corporate Name**. If Licensor so requests, when advertising Licensor Authorized Courses Partner must clearly indicate that it is acting as a currently authorized Licensor licensee.
38. **Instructor Services and Facilities Rates and Fees for Gold and Platinum Partners:**

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| **Instructor Services and Facilities** | **Rates/Fees** |
| * “Full” Delivery**\*** – for public Instructor Lead Trainings | Revenue split of net price paid to Micro Focus for the public Instructor Lead Trainings as follows:  60% to Micro Focus  40% to Partner |
| * “Full” Delivery**\*** – for on-site Instructor Lead Trainings | Revenue split of net price paid to Micro Focus for the on- site Instructor Lead Trainings as follows:  60% to Micro Focus  40% to Partner |
| * Provision of Partner’s Instructor to Micro Focus Training Services | $1100 USD Daily rate + expenses**\*** |
| * Provision of Partner’s Facility to Micro Focus Training Services | $700 USD Daily rate**\*** |

**\*** All travel expenses are paid in accordance with the regional version of the Micro Focus Standard Travel Expense Guide.

**\*”Full” Delivery** model means that Micro Focus provides Micro Focus Curriculum, lab environment, support, student registration, and billing. The Partner is responsible for providing Instructor, Facility and incidentals such as trainer expenses, refreshments and lunches. Micro Focus will provide Partner with a Billing Summary Report (Partner BSR) at the completion of the course based on the rates in the table above. Partner will invoice Micro Focus directly upon receipt of the Partner BSR from Micro Focus. Micro Focus will make all payments in accordance with Micro Focus payment policies.

Micro Focus reserves the right to make changes to the Rates and Fees at any time. Such changes will only apply to future purchases of instructor services and will not apply to instructor services already purchased or reserved.

1. **Ordering and Payment Terms.** Partner may order Licensor Materials through the Licensor or the Licensors-authorized distributor for such materials in accordance with terms agreed to between Partner and the distributor.
2. **Quality Compliance**. During the Agreement and for 1 year afterwards Licensor may, at its expense and upon no less than 3 business days prior written notice, audit Partner’s facilities and records to determine compliance with the Agreement terms. Such audit may be conducted by Licensor or by its authorized representative(s), shall not interfere unreasonably with Partner’s business activities, and shall be conducted no more than once per calendar year, unless a previous audit disclosed non-compliance with this Agreement. Any deficiency identified will be submitted in writing by Licensor to Partner and may be accompanied by a corrective action plan for resolving outstanding issues. Partner's failure to cure such deficiencies within 10 business days after receipt of written notification will be grounds for immediate termination of the Agreement.
3. **Corrective Action/De-authorization Policy**

The Corrective Action policy helps maintain the highest training center standards and ensure customer satisfaction. The intent of this policy is to establish formal standards of program participation and to encourage adherence to these standards. If Corrective Action is necessary, Micro Focus Training Services will ensure that the Partner has a clear understanding of the reason(s) for such action. The Micro Focus Account Manager will work closely with Partner’s management to design a plan for performance improvement that will correct the problem(s) as well as strengthen and enhance the Partner’s business. The corrective action terms remain in effect for 90 days after the Partner receives documentation that corrective action is necessary. Micro Focus Training Services will inform the Partner verbally, followed by a letter providing the details of their conversation. The letter will state that the Partner is being placed on a corrective action plan by Micro Focus and that if the offense is not corrected, the Partner will be de-authorized. A de-authorization letter (including instructions for returning the Partner plaque and adhering to advertising restrictions) will be mailed to the Partner if the Partner fails to comply with the terms of the corrective action. If a Partner does not correct the offense within thirty (30) days, Micro Focus will consider all of its options, including de-authorization.

## Conditions of Corrective Action

During the Action period, a Partner may not:

* add training sites
* be listed on the Authorized Training Locator

## Reasons for Corrective Action

Reasons for Corrective Action include, but are not limited to, the following:

## Breach of Contract:

* Using an instructor who is not appropriately authorized to teach the Micro Focus authorized course.
* Failing to meet partner agreement commitments.
* Obtaining a credit warning (losing credit terms with Micro Focus) from the Micro Focus Credit Department. (This is not the same as going on credit hold.)
* Frequently misusing credit terms (frequently being on credit hold, consistently submitting past due invoices, etc.).
* Receiving verified student complaints (classes cancelled or rescheduled without notifying all students a minimum of three working days before scheduled class start dates, repeatedly canceling courses, distributing erroneous Micro Focus course information, poor quality, etc.).

### **Misuse of Course Materials:**

* Failing to provide each student with an original, new Micro Focus student kit (no recycling or sharing).
* Failing to provide each student with a Micro Focus Course Completion certificate within two weeks of completing a Micro Focus course.
* Using non-authorized courses to teach authorized Micro Focus curriculum unless in addition to the use of official courseware.

### **Other Misconduct:**

### Advertising courses as Micro Focus-authorized if the site has not been authorized to offer them.

* Failing to refund student tuition within 30 days of Partner’s notification of a cancelled class.
* Failing to conduct business in a manner that reflects favorably at all times on the course materials, products, goodwill and reputation of Micro Focus.

**Inadequate Facilities:**

* Having more than two students per workstation.
* Failing to meet the hardware/software requirements as defined by Micro Focus Training Services.