

MICRO FOCUS CUSTOMER TERMS - SOFTWARE-AS-A-SERVICE

Scope and Parties. These Micro Focus Customer Terms for Software-as-a-Service (the “Agreement”) govern the purchase, access and use of software-as-a-service from the applicable Micro Focus entity and affiliates (“Micro Focus”) by the customer entity identified in the applicable Order (as defined herein) (“Customer”). The terms of this Agreement become effective when Micro Focus accepts Customer’s Order, upon renewal of an Order or upon Customer’s use of Micro Focus SaaS (defined below) (the “Effective Date”), and will remain in effect unless terminated pursuant to Section 17 (Termination).

- 1. Micro Focus Software-as-a-Service.** “Micro Focus Software-as-a-Service” or “Micro Focus SaaS” mean the Micro Focus branded online software solutions that Micro Focus makes available for Customer’s use through a network connection, each as described in the applicable service description and the additional terms or conditions applicable to a given Micro Focus SaaS (collectively, “Service Description”), all of which are made a part of this Agreement. The terms for authorized use of each Micro Focus SaaS are stated in the applicable Service Description. The applicable Service Description is either attached hereto or can be found by accessing a Micro Focus or provider website; all references in this Agreement to “Service Description” shall refer to the Service Description that corresponds to the applicable version of the Micro Focus SaaS made available to Customer. In the event of a conflict, the Service Description takes precedence over this Agreement.
- 2. Orders.** Customer or any entity of which Customer has the beneficial ownership of at least 50% of the voting interests of or the power to direct the management or affairs of such entity (an “Affiliate”) may place orders for Micro Focus SaaS through a Micro Focus website, customer-specific portal, or by letter, fax, or e-mail (each upon Micro Focus’ acceptance, an “Order”). The term of each Micro Focus SaaS subscription is stated in the applicable Order or Service Description and begins on the date that Micro Focus SaaS is made available to Customer (“SaaS Order Term”).
- 3. Access Rights.** During the applicable SaaS Order Term, Customer and its Affiliates may access and use Micro Focus SaaS in accordance with the applicable Service Description and this Agreement. Customer is responsible for ensuring that it and its Affiliates comply with the terms of this Agreement and the applicable Service Description. Customer is further responsible for any and all use of Micro Focus SaaS by Customer, its Affiliates, and Third Party(ies) through its credentials, Orders placed by or on behalf of its Affiliates, and any account that it or its Affiliates may establish. Customer agrees to maintain the confidentiality of its account, credentials, and any passwords necessary to use Micro Focus SaaS and agrees to ensure that its Affiliates and Third Parties agree to do the same. “Third Party(ies)” means contractors or consultants of Customer or its Affiliates retained to provide services solely for the internal benefit of Customer or its Affiliates. Should Customer or its Affiliates believe that there has been unauthorized use of its or their accounts, credentials, or passwords, Customer must immediately notify Micro Focus.
- 4. Usage Limitations.** Micro Focus SaaS may be used only for Customer’s internal business operations or functions and not for commercialization of Micro Focus SaaS or to provide services or benefit to any third party. Customer will not: (i) exceed any usage limitations identified in the Service Description; (ii) assign, sell, resell, license, rent, lease, lend, sublicense, outsource or otherwise transfer rights to use or access Micro Focus SaaS to any third party except as specifically permitted in the Service Description; (iii) copy or reproduce any portion, feature, function, or user interface of Micro Focus SaaS; (iv) interfere with or disrupt the integrity or performance of Micro Focus SaaS; (v) use Micro Focus SaaS to submit, send, or store Customer-provided SaaS Data (defined in Section 6 (Customer-provided SaaS Data) below) that is obscene, threatening, libelous or otherwise unlawful or tortious material, violates any third party’s privacy rights, risks harm to Micro Focus’ reputation, or infringes upon or misappropriates intellectual property rights; (vi) use Micro Focus SaaS to disrupt or cause harm to a third party’s system or environment; (vii) access Micro Focus SaaS to build a derivative work, competitive product or service to Micro Focus SaaS or software; (viii) reverse engineer Micro Focus SaaS or software; or (ix) authorize, allow or appoint any Third Party to do any of the foregoing. Customer is responsible for complying with all terms of use for any software, content, service, or website it loads, creates, or accesses when using Micro Focus SaaS.

5. **Payment.**

- a. **Obligation to pay.** Customer agrees to pay (i) all applicable fees for Micro Focus SaaS and Licensed Software and (ii) any storage fees following expiration or termination of the SaaS Order Term. Customer agrees to pay all invoiced amounts within thirty (30) days of Micro Focus' invoice date. Customer shall be liable for all outstanding past-due amounts, which shall accrue interest at the rate of 1.5% per month compounded or, if lower, the maximum rate allowed by applicable law, and any collection costs associated with the collection of any past-due amounts. Micro Focus may also suspend or cancel performance of open Orders or services if Customer fails to make payments when due.
- b. **Prices and Taxes.** Prices will be as quoted in writing by Micro Focus or, in the absence of a written quote, as set out on a Micro Focus website or portal, or Micro Focus published list price at the time an Order is submitted to Micro Focus. Prices are exclusive of taxes, duties, and fees unless otherwise quoted, and all such amounts shall be paid or reimbursed by Customer.
- c. **Usage-based Micro Focus SaaS.** If Customer purchases Micro Focus SaaS through a usage-based model, Customer agrees to issue a P.O. to Micro Focus within 15 days of receiving a usage report from Micro Focus. If Customer does not issue a P.O. as so required, Customer agrees that Micro Focus may invoice Customer without a P.O and Customer agrees to pay such invoice in accordance with Section 5(a) above.

6. **Customer-provided SaaS Data.** Customer is solely responsible for the data, text, audio, video, images, software, and other content input into a Micro Focus system or environment during Customer's access or use of Micro Focus SaaS ("Customer-provided SaaS Data"). As between Micro Focus and Customer, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer-provided SaaS Data. Subject to Section 7, Micro Focus will treat Customer-provided SaaS Data as confidential by not disclosing it other than to its employees, affiliates, subsidiaries, contractors, and suppliers solely for the purposes of the Permitted Uses (as defined below). Customer hereby provides to Micro Focus all necessary rights to Customer-provided SaaS Data to enable Micro Focus to perform its obligations, and exercise its rights, under this Agreement. Subject to Section 7, Micro Focus will use Customer-provided SaaS Data only as necessary to provide Micro Focus SaaS, provide or maintain the security and integrity of Micro Focus SaaS, provide technical support to the Customer or as otherwise required by law (the "Permitted Uses").

7. **Personal Information.** Customer will not provide Micro Focus with Personal Data (as defined below) unless the parties expressly agree in writing. In the event that any data is provided by Customer to Micro Focus during the course of utilising the Micro Focus SaaS, which is Personal Data (as defined below), then the following terms will apply:

- a. Without prejudice to the additional provisions in this Section 7, Customer shall ensure that, as a consequence of Customer's utilization of Micro Focus SaaS Micro Focus does not at any time have access to any Protected Health Information ("PHI") pursuant to the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d - 1320d-8 ("HIPAA"), unless the parties have first executed a Business Associate Agreement for the specific product or service and such Business Associate Agreement is referenced in the applicable Service Description or transaction document.
- b. Customer acknowledges that the provision of Personal Data to Micro Focus is not generally required in order for Micro Focus to provide Micro Focus SaaS. However, in the event that Personal Data is provided by Customer to Micro Focus during the course of utilising the Micro Focus SaaS, then Customer authorizes Micro Focus to obtain, hold and Process the Personal Data as set forth herein and to the extent required for the Permitted Uses.
- c. If, in utilising the Customer Personal Data for the Permitted Uses, Micro Focus Processes Customer Personal Data as a Data Processor on behalf of the Customer as a Data Controller that is subject to the GDPR, the following terms shall apply:

- (i) Micro Focus acknowledges that, for the purposes of GDPR, Customer is the Data Controller and Micro Focus is the Data Processor of the Customer Personal Data Processed by Micro Focus pursuant to this Agreement.
- (ii) When Processing Customer Personal Data, Micro Focus shall implement and maintain appropriate technical and organizational measures, as specified in the applicable Service Description for each Micro Focus SaaS, in such a manner (i) to ensure a level of security appropriate to the risk to the Customer Personal Data when it is Processed by Micro Focus and (ii) to enable Micro Focus to assist Customer in the fulfilment of its obligations to respond to requests from Data Subjects exercising their rights under Applicable Privacy Law. Customer acknowledges the sufficiency of such measures in light of the nature, scope, context, purposes and risks in respect of the Processing of the Customer Personal Data.
- (iii) If Processing Customer Personal Data involves the transfer by Micro Focus of Customer Personal Data outside of the EEA, or the UK following the end of the Transition Period, Micro Focus shall ensure that such transfer is in compliance with the GDPR including by executing and procuring that the relevant recipient executes the standard contractual clauses for Data Processors in the form approved by the European Commission. If Micro Focus Processes Personal Data that includes PHI, the terms in the Business Associate Agreement specified in section Section 7(a) above shall also govern such transfer and subsequent use of the PHI by the recipient.
- (iv) Micro Focus shall not engage another Data Processor to Process Customer Personal Data (a "Sub Processor") without Customer's prior written authorization, not to be unreasonably withheld or delayed, except that Customer is deemed to have authorized Micro Focus to utilize any Sub Processors that are already in use as of the start of an applicable SaaS Order Term. Micro Focus shall inform Customer of any intended changes concerning the addition or replacement of Sub Processors. If Customer fails to notify Micro Focus of any objection to the addition or replacement, Customer shall be deemed to have authorized such Sub Processor.
- (v) Micro Focus shall Process Customer Personal Data only on documented instructions from Customer which shall include the terms of this Agreement, including with regard to transfers of Customer Personal Data to a third country or an international organization, unless (1) Micro Focus is required to Process Customer Personal Data by European Union, EU Member State or English law; in such a case, Micro Focus shall inform Customer of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest or (2) in its opinion, an instruction given by or on behalf of Customer infringes Applicable Privacy Law, in which instance Micro Focus shall immediately inform Customer of such opinion.
- (vi) Micro Focus shall ensure that persons authorized to Process the Customer Personal Data on behalf of Micro Focus have committed themselves to obligations of confidentiality or are under an appropriate statutory obligation of confidentiality;
- (vii) Taking into account the nature of the Processing by Micro Focus, Micro Focus will assist the Customer in Customer's compliance with its obligations to ensure the security of the Processing, to notify in respect of Personal Data Breaches; to communicate Personal Data Breaches to Data Subjects; to carry out impact assessments and to engage in prior consultation with data protection authorities in each case to the extent required under the GDPR.
- (viii) Following the end of the provision of the Micro Focus SaaS, on the Customer's written instructions, Micro Focus shall delete or make available for return all Customer Personal Data held by Micro Focus unless Applicable Privacy Law requires Micro Focus to retain a copy of the Customer Personal Data; if Customer fails to provide written instructions within thirty (30) days of the end of the SaaS Order Term, Micro Focus shall be entitled to delete all or part of the Customer Personal Data.

- (ix) Subject to Customer and/or its representatives signing suitable undertakings of confidentiality, make available to Customer all information necessary to demonstrate Micro Focus' compliance with its obligations under GDPR Article 28, including, on reasonable notice to Micro Focus, allowing Customer and/or its representatives to conduct audits, including inspections, during normal business hours. Micro Focus shall co-operate with any such audits in a reasonable manner, and such audits shall be limited to one per 12-month period, except that Customer shall be permitted to conduct an additional audit after a Personal Data Breach or in the event of a regulatory requirement upon reasonable notice being given, and the other requirements of this section in relation to the conduct of audits being observed.
 - (x) Where Micro Focus engages a Sub Processor to carry out specific Processing activities on behalf of Micro Focus, Micro Focus shall ensure that any such Sub Processors are contractually bound by the same data protection obligations as set out in this Section 7 (c). Where that Sub Processor fails to fulfil its data protection obligations, Micro Focus shall remain fully liable to Customer in respect of any breach of this Section 7 (c) that is caused by an act, error or omission of such Sub Processor.
- d. For the purposes of the GDPR, where applicable, the following is a description of the Customer Personal Data and Processing that will be required pursuant to this Agreement:
 - (i) **Subject-matter of Processing:** Customer Personal Data as determined by Customer in its sole discretion.
 - (ii) **Nature and purpose of Processing:** Processing of Customer Personal Data as is required for the Permitted Uses.
 - (iii) **Duration of Processing:** Micro Focus shall Process the Customer Personal Data only for so long as is necessary for the purposes of the Permitted Uses, which shall typically be the term of the Agreement as set out in the SaaS Order Term,.
 - (iv) **Type of Personal Data:** The Customer Personal Data uploaded to Micro Focus SaaS, or otherwise provided to Micro Focus, shall be as determined by Customer in its sole discretion.
 - (v) **Categories of Data Subjects:** The Data Subjects shall be as determined by Customer in its sole discretion.
- e. Each party agrees to comply at all times with all requirements applicable to it under Applicable Privacy Law.
- f. Each party agrees to provide all assistance to the other as is reasonably requested to enable the other party to comply with all requirements applicable to it under Applicable Privacy Law.
- g. Neither party shall do anything or omit to do anything which will put the other party in breach of its obligations under Applicable Privacy Law.
- h. Customer is solely responsible for assessing the product or service to be provided by Micro Focus under this Agreement for compliance with any legal or industry requirements applicable to Customer, including, but not limited to, HIPAA, the Gramm Leach Bliley Act, the Fair and Accurate Credit Transactions Act and the Payment Card Industry Data Security Standard. Micro Focus neither represents nor warrants that its products or services comply with any specific laws, regulations, or standards, unless otherwise specifically stated in the Service Description or transaction document.
- i. In this Section 7 the following definitions shall apply:
 - (i) **'Applicable Privacy Law'** any law applicable from time to time relating to the processing of Personal Data and/or privacy, including, without limitation, the UK Data Protection Act 2018, EU Regulation 2016/679 (General Data Protection Regulation) (the "GDPR") and the Privacy and

Electronic Communications (EC Directive) Regulations 2003, in each case including any legally binding regulations, direction and orders issued from time to time under or in connection with any such law and any equivalent or associated national law, as dictated by context.

- (ii) **'Customer Personal Data'** means Personal Data that is provided by or on behalf of Customer to Micro Focus in connection with the Permitted Uses.
 - (iii) **'Data Controller', "Data Processor", "Data Subject", "Personal Data" and "Process"** and derivatives thereof shall be as defined in the Applicable Privacy Law.
 - (iv) **'Personal Data Breach'** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.
 - (v) **"Transition Period"** means the transition period provided for in Part Four of the Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community.
8. **Data Security.** Micro Focus shall implement and maintain appropriate technical and organizational measures to protect Customer-provided SaaS Data. The Service Description for each Micro Focus SaaS describes the specific measures implemented for such Micro Focus SaaS.
9. **Performance and Operations.** Micro Focus' ability to deliver Micro Focus SaaS will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver Micro Focus SaaS.
10. **Operations.** Micro Focus: (i) may modify the systems and environment used to provide Micro Focus SaaS; and (ii) reserves the right to make any changes to Micro Focus SaaS that it deems necessary or useful to maintain or enhance the quality or delivery of Micro Focus SaaS to its customers, the competitive strength of or market for Micro Focus SaaS, or Micro Focus SaaS' cost efficiency, or performance; provided the functionality of Micro Focus SaaS as described in the applicable Service Description is not materially degraded except in order to maintain the security of Micro Focus SaaS. Micro Focus may use global resources, such as Micro Focus affiliates or third parties, in worldwide locations to provide Micro Focus SaaS and perform its obligations.
11. **Software Licensing in connection with Micro Focus SaaS.** To the extent that Micro Focus makes Micro Focus-branded software available for use in connection with Micro Focus SaaS (the "Licensed Software"), such Licensed Software is governed by the applicable Micro Focus End User License Agreement ("EULA") (found at <https://software.microfocus.com/en-us/about/software-licensing>) except that (i) use of such Licensed Software shall only be in conjunction with Micro Focus SaaS and (ii) the term of such use shall be limited to the SaaS Order Term. Should Customer use the Licensed Software beyond the Order, Micro Focus' then-current list price for the version of the Licensed Software made generally available outside of Micro Focus SaaS shall apply.
12. **Warranty.** MICRO FOCUS AND ITS AFFILIATES RESPECTIVELY WILL PROVIDE MICRO FOCUS SAAS CONSISTENT WITH THE SERVICE DESCRIPTION USING QUALIFIED PERSONNEL AND IN A WORKMANLIKE MANNER. THE MICRO FOCUS SAAS AND LICENSED SOFTWARE ARE PROVIDED TO CUSTOMER "AS-IS" WITHOUT WARRANTY OF ANY KIND. MICRO FOCUS DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE MICRO FOCUS SAAS AND LICENSED SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS, THAT OPERATION WILL BE UNINTERRUPTED, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE, OR WORK IN COMBINATION WITH ANY OTHER SOFTWARE, APPLICATIONS, OR SYSTEMS, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. EXCEPT AS SET FORTH HEREIN AND TO THE EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES WITH RESPECT TO THE MICRO FOCUS SAAS AND LICENSED SOFTWARE, WHETHER EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE ARE EXPRESSLY DISCLAIMED BY MICRO FOCUS, ITS AFFILIATES, AND

ITS THIRD-PARTY SUPPLIERS. CUSTOMER ACKNOWLEDGES THAT CUSTOMER IS RESPONSIBLE FOR THE SELECTION OF THE MICRO FOCUS SAAS AND LICENSED SOFTWARE TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE INSTALLATION AND/OR USE OF, AND RESULTS OBTAINED FROM, THE MICRO FOCUS SAAS AND THE LICENSED SOFTWARE.

13. **Intellectual Property Rights.** No transfer of ownership of any intellectual property rights will occur under this Agreement. Customer's only rights to the Micro Focus SaaS and Licensed Software granted herein are the rights and licenses expressly stated in this Agreement and no other rights are implied or granted by estoppel. Micro Focus and its affiliates and their licensors and third party suppliers retain ownership of, and reserve all rights in and to, the Micro Focus SaaS and Licensed Software, including all copies thereof, and all intellectual property rights arising out of or relating thereto. Customer shall use reasonable efforts to safeguard the Micro Focus SaaS and Licensed Software (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. Customer shall promptly notify Micro Focus if it becomes aware of any infringement or misappropriation of the Micro Focus SaaS and Licensed Software and shall fully cooperate with Micro Focus, at Micro Focus' expense, in any legal action taken by Micro Focus to enforce its intellectual property rights. Customer grants Micro Focus a non-exclusive, worldwide, royalty-free right and license to any intellectual property rights, data and technology, including Customer-provided SaaS Data, that is necessary for Micro Focus and its designees to perform Micro Focus SaaS.
14. **Indemnification.** Micro Focus will defend and/or settle any claims against Customer that allege that a Micro Focus-branded product or service as supplied under this Agreement infringes the intellectual property rights of a third party ("IP Infringement Claim") by paying infringement claim defense costs, Micro Focus negotiated settlement amounts, and court awarded damages, provided: (i) Customer promptly notifies Micro Focus in writing of the IP Infringement Claim; (ii) Micro Focus has sole control of the defense and all related settlement negotiations; and (iii) Customer reasonably cooperates with Micro Focus in the defense of the IP Infringement Claim. At Micro Focus' option and sole discretion, Micro Focus may modify the product or service so as to be non-infringing and materially equivalent, or Micro Focus may procure a license. If these alternatives are not reasonably available, Micro Focus will refund to Customer the balance of any pre-paid amount for the affected Micro Focus SaaS not available for Customer's continued access and use. Micro Focus is not responsible for losses suffered by the Customer as a result of any IP Infringement Claim relating to (i) Customer-provided SaaS Data (ii) any unauthorized use of the products or services by the Customer or (iii) customized configurations or designs performed or provided by Customer or performed at Customer's direction. Customer shall be liable for and shall defend and indemnify Micro Focus from and against any losses suffered by Micro Focus as a result of claim or regulatory action relating to (i) Customer-provided SaaS Data (ii) any unauthorized use of the products or services by the Customer or (iii) customized configurations or designs performed or provided by Customer or performed at Customer's direction. The defense, settlement, and payments offered in this Section 14 shall be the sole and exclusive remedy for any IP Infringement Claim under this Agreement. This section shall also apply to Licensed Software identified as such in the relevant Service Description.
15. **Limitation of Liability.** Micro Focus' liability to Customer under this Agreement is limited to the greater of \$250,000 or the amount payable by Customer to Micro Focus for the relevant Micro Focus SaaS Order that is the subject of the claim for the twelve (12) month period immediately preceding the act or omission giving rise to the claim. This limit applies collectively to Micro Focus, its employees, affiliates, subsidiaries, contractors, and suppliers. This provision does not limit either party's liability for: unauthorized use of intellectual property, any liability arising under Section 14, death or bodily injury caused by their negligence, acts of fraud, nor any liability which may not be excluded or limited by applicable law. Micro Focus will not be liable for lost revenues or profits, downtime costs, or indirect, special, or consequential costs or damages, performance delays or for non-performance due to causes beyond its reasonable control, even if informed of the possibility of such damages in advance. If Micro Focus provides Customer with a free-of-charge SaaS Order Term, including but not limited to Micro Focus SaaS provided on an evaluation or "freemium" basis, Micro Focus SaaS is provided "as is" and to the extent permitted by law, Micro Focus shall not be responsible for

any loss or damage to Customer, its customers, or any third parties caused by Micro Focus SaaS or Licensed Software that it makes available to Customer.

16. **Suspension.** Micro Focus may immediately suspend Customer's access and use rights to Micro Focus SaaS in the event of a security or regulatory concern in relation to Micro Focus SaaS or where (i) Customer fails to make payments when due; (ii) Customer breaches sections 3, 4, 5, 6, 7, or 11 of this Agreement; (iii) Customer's use of Micro Focus SaaS is in violation of law; or (iv) Micro Focus reasonably believes that Customer's use poses a threat to the security, integrity, or the reputation of Micro Focus SaaS. Customer remains responsible for applicable fees through the date of suspension including usage and data storage fees. Customer will not be entitled to service credits during any suspension period.
17. **Termination.** Either party may terminate this Agreement if the other fails to meet any material obligation and fails to remedy the breach within thirty (30) days of being notified in writing of such breach. If either party becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership, or asset assignment, the other party may terminate this Agreement and cancel any unfulfilled obligations. Micro Focus may terminate this Agreement (i) where Customer's access and use rights are suspended pursuant to Section 16 (Suspension) or (ii) to comply with applicable laws or regulations. Any terms in this Agreement which by their nature extend beyond termination or expiration of this Agreement will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns.
18. **Effect of Expiration or Termination.** Upon expiration or termination of a SaaS Order Term, except as otherwise provided in the Service Description:
 - a. Micro Focus may disable all Customer access to the applicable Micro Focus SaaS;
 - b. Customer shall promptly deinstall, cease use of, and return to Micro Focus (or at Micro Focus' request destroy) any Licensed Software provided with Micro Focus SaaS;
 - c. SaaS decommissioning is subject to the terms of the applicable Service Description;
 - d. Customer agrees that it will pay or arrange for payment for the storage of any Customer SaaS Data that remains on Micro Focus' systems following the expiration or termination of the SaaS Order Term; and
 - e. Customer shall not be entitled to any refund or credit, and Customer's payment obligations are non-cancellable.
19. **General.** This Agreement represents the parties' entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. Modifications to this Agreement will be made only through a written amendment signed by both parties. If Customer is located in North America, the laws of the State of Delaware govern this Agreement and the rights granted hereunder, and the parties hereto consent to the exclusive jurisdiction of the State and Federal courts of the State of Delaware in any action based on this Agreement, the access and use rights or any Licensed Software. Each party waives any right it may have to object to such venue, including objections based on personal jurisdiction or forum non conveniens (inconvenient forum). The parties agree that the Uniform Computer Information Transaction Act or any version thereof, adopted by any state, in any form ("UCITA"), shall not apply to this Agreement. To the extent that UCITA is applicable, the parties hereby opt out of the applicability of UCITA pursuant to the opt-out provision(s) contained therein. If Customer is located in France or Germany, this Agreement is governed by the laws of the country in which Customer is located. In the rest of the world, the laws of England govern this Agreement. In each case, the applicable law shall apply without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. Other than for North American transactions, this Agreement, the access and use rights, the licenses granted hereunder, and the parties hereto, shall be subject to the exclusive jurisdiction of the courts of the country determining the applicable law as aforesaid. In the event of a dispute, the prevailing party shall have the right to collect from the other party its reasonable costs and attorneys' fees incurred in enforcing this Agreement.