

Master License Agreement

Guide

www.opentext.com

Program Guide

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Table of Contents	page
Master License Agreement Program Guide	2
Licensing.....	2
Support	2
Price Protection.....	3
MLA Program and Discount Qualification.....	3
Simple MLA Pricing and Ordering Process	3
Detailed Purchasing Requirements	4
Agreement Terms.....	5
Membership Forms.....	5
Support and Subscription Renewals	5
Purchase Order Due Date and Administration Fee	6
Additional Support, Training and Consulting Services.....	6
Appendix.....	6

Master License Agreement Program Guide

Designed for large organizations, the Master License Agreement (MLA) offers a flexible and cost-effective way to implement our solutions across your enterprise. The MLA program rewards you with discounts and other benefits based on your volume purchasing commitment.

By meeting the program purchase requirements and signing the MLA, you gain access to rewarding benefits that are unique to this program.

Licensing

Choice of Perpetual or Subscription Licenses

For most products, you have the flexibility to choose perpetual or subscription licenses. We sell perpetual licenses with first-year Business Support, which includes product upgrades, updates and technical support. At the end of the first year, you can purchase renewal Support for perpetual licenses. Subscription licenses are software leases: You can use the software as long your subscriptions are current. Subscription licenses include Business Support during the subscription term and offer simplified budget planning, consistent annual payments and lower initial software-adoption costs.

Support

Support is a critical component of our OpenText buying programs. Support is a part of our ongoing commitment to help you achieve success with your solutions and products. With Support, you receive the

software upgrades, updates and technical support you need to manage costs, minimize risks and focus on meeting your business objectives.

Product Upgrades and Updates

Support provides you with immediate access to new software releases and updates without additional costs, complicated budgeting cycles or individual software purchase requests. You can obtain the latest upgrades and updates automatically for access to the features and functionality that can help you maintain the highest levels of security and productivity.

Technical Support

Your Support entitles you to a direct connection to our award-winning support organization. Every MLA customer receives:

- Unlimited, 24-hour access for Business Support
- Fast and predictable response times
- Access to industry-leading support tools

Business Support is governed by the Business Support Agreement found at www.microfocus.com/en-us/support/maintenance-and-support-agreements.

The information presented here is applicable worldwide (with exceptions as noted) and generally describes the MLA. This program guide is subject to change. Dollar amounts provided in this document are in U.S. dollars. Some licensing benefits may vary by geographic region. Please contact our local office for additional information. All buying programs are governed by the terms and conditions of the specific license agreement that incorporates the information provided in this program guide.

Support Benefits	Business Support
Access	24x7x365
Technical Support Incidents	Unlimited
Response Time	Severity 1 = 1 hour Severity 2 = 3 hours Severity 3 = 6 hours Severity 4 = Next Business Day

MLA Discount Level	Required Minimum Spend in U.S. Currency
1	\$100,000 with the required prior approval
2	\$500,000 with the required prior approval
3	\$1 million
4	\$2.5 million
5	\$5 million

Price Protection

As an MLA customer, you and any subsidiaries joining your existing MLA parent contract benefit from price protection on perpetual and subscription software licenses and Support purchases, limiting the level of price increases for the current term of the agreement. Price protection guarantees that prices for incremental license purchases of the same products and/or Support renewals will not increase more than 3% per annum over the term of your agreement.

Keep in mind: Price protection does not apply to licenses that you deploy or use prior to purchase (that is, in cases of non-compliance issues), promotional or special or exception-based pricing, or purchases for additional services—such as Premium Support, consulting or training.

MLA Program and Discount Qualification

Typically, you must spend at least US\$1 million annually with an affiliated business unit under this program to qualify for the MLA. However, with prior approval, you may qualify to participate in the MLA by spending a minimum of US\$100,000 net (after discounts) annually, in perpetual or subscription software licenses, Support, services or any other MLA offering. We apply the amount you spend annually on all MLA agreements with the applicable business unit toward your annual spend requirement.

Your initial MLA order determines your initial discount level. At any time, you may request that we review your annual purchase history. If your purchases qualify, we will assign you a new membership level.

Your MLA discount is contingent upon meeting all program and contract requirements, including maintaining the appropriate spend for your discount level.

Simple MLA Pricing and Ordering Process

Ordering under the MLA is easy. Simply submit your purchase order directly to us or to your authorized reseller. Either way, you will receive the same contract discount level and your deliverables will be sent directly to you. Please keep in mind that licenses you deploy or use in advance of purchase can only be satisfied by direct transaction with us. Additionally, you must purchase non-compliant licenses within 30 days of discovery.

When you place your order, be sure to include the correct part numbers, pricing and contract information, including:

- Company name
- Contact information
- Billing address
- Support or Subscription dates
- Value-added tax (VAT) number (where applicable)
- Contract number
- Other information required to process the order

You can obtain final pricing either directly from us or through your qualified authorized reseller.

MLA customers must place all orders via the MLA program. You cannot purchase products via the Volume License Agreement program if you already have an MLA with us.

Depending on your location, you may issue your purchase order and pay your fees in U.S. currency, euros or a local approved currency. All subsequent orders should be in same currency unless mutually agreed otherwise. Orders issued in response to quotes must correspond to the currency in which the quotes were made.

License, Support and other MLA purchases are not refundable except as may be expressly stated otherwise in your MLA agreement.

Detailed Purchasing Requirements

Perpetual Licenses

When you purchase perpetual licenses under the MLA program, you must purchase Business Support for all of the product licenses you own, for the full duration of your MLA agreement. This includes perpetual licenses you previously acquired outside of your current MLA agreement. After your initial purchase of perpetual licenses plus first-year Business Support, you only need to purchase renewal Business Support for these licenses for subsequent years. We assess back maintenance on non-compliant licenses.

Subscription Licenses

We provide software subscription licenses as alternatives to most existing perpetual license offerings for OpenText software products. Subscription licenses offer simplified budget planning, consistent annual payments and lower initial software-adoption costs. We sell subscription licenses for our products as annual offerings combined with one-year Business Support. Subscription license part numbers are only available in one-year subscriptions. If you want to purchase subscription licenses for multiple years up front, you may add one-year part numbers to the order until you reach the total number of years you want to purchase.

Licenses you purchase for a particular product must be either all subscription or all perpetual. If you have already purchased perpetual licenses for a particular product, you must continue purchasing perpetual licenses when adding incremental licenses for the same product.

You will not accumulate any perpetual license vesting or credits when you purchase subscription licenses. You may move from subscription licenses to perpetual licenses at any time simply by paying full perpetual licensing fees. If your subscription license expires, you must immediately stop using and uninstall the software. If you continue to use the software beyond the subscription period, we will require you to purchase perpetual licenses.

Support or Subscription Availability, Past-Version Product Rights

You can purchase Support during the Current Maintenance or Sustaining Maintenance phase of the Product Support Lifecycle. Defect Support beyond the Current Maintenance phase may be available with the purchase of Extended Support for an additional fee plus current Support on the replacement products. With Support and subscriptions, you are automatically entitled to new product upgrades and updates as soon as they become available. Unless the product appears on the excluded products list at www.microfocus.com/support-and-services/mla-product-exclusions, or unless expressly excluded in the applicable end user license agreement, all products you license under the MLA are licensed for prior versions: You can purchase current product licenses or subscriptions without having to redeploy your installed versions. For example, in many cases, if you purchase or subscribe to Product A 7.0, you may opt to use Product A 6.5 until you are ready to begin using the latest version. However, except as otherwise permitted by the Business Support Agreement for a 90-day transition period, at no point may a previous version and updated version be simultaneously installed under the same license. See the Business Support Agreement at: www.microfocus.com/support-and-services/maintenance-and-support-agreements

Although you have the flexibility to run older versions of products, full support may only be available on the most recent versions.

Some of the benefits of past-version product rights include:

- **Flexibility**—You can choose the product version you want to install, yet still be licensed to use an earlier version when you choose to do so.
- **Lower Costs**—You can purchase latest-version licenses and choose to use an older version of the software. Because you are already licensed for the current version, you can migrate to the current version when you are ready at no additional cost.

Although you may be using a prior product version, the MLA license version you own determines the licensing requirements for this product. For example, if you are licensed for Product B 8.0 (which is licensed by user), but are using Product B 5.1 (licensed by server connection), you would determine licensing counts by user.

When possible, you should use your existing, previous-version media for installation: We will not always have media for previous versions available for new previous-version installations, and you may not make new copies of previous versions.

MLA Back Support or Subscription Purchases

You may be required to pay back Support for past MLA annual periods and related license fees resulting from unlicensed use (because of contract-compliance issues such as audit findings or other late payments). The MLA price-protected rates from previous, expired MLA terms do not apply to purchases of back Support.

You are responsible for purchasing Support for software licenses, from the day you copy, install or use our software products. If you cannot provide reasonable evidence of the copying, installation or use date, you may be required to pay back Support from the initial date of product purchase, in addition to license fees for unlicensed software copying, installation or use.

Agreement Terms

The MLA contract has a two-year term. We divide each contract term into annual periods. MLA contracts are evergreen, meaning they automatically renew after each term for an additional two-year term, unless you provide written notice of termination in accordance with your MLA termination provisions. To help you make the most of your budget, the MLA term date does not restrict the number of yearly Support purchases. For example, if you reach the first annual period in June 2025 and wish to purchase two years of Support at that time, you may do so, setting the date for your next Support renewal for June 2027, a year past your contract renewal date. Of course, you are still obligated to buy Support for additional products or licenses you use or purchase through that time.



Figure 1. Support Renewal Periods

You may purchase Support for one or more years of coverage, or opt to prorate if you purchase products in the middle of your MLA annual period. For example, if you purchase Product A at the beginning of an MLA annual period and need to purchase additional Product A licenses in the middle of the same annual period, you may prorate the cost of Support on the additional licenses, based on the number of months remaining in the annual period, giving you a single subscription or Support

renewal date for all your Product A licenses. Please note that you must purchase perpetual or subscription licenses before deploying or using the product, even during the course of an active MLA period.

Membership Forms

MLA customer locations wishing to order as members under a parent's MLA contract must sign a membership form and submit it to our company. By signing and submitting the membership form, the MLA ordering location is executing its own agreement with us. Even so, the parent and all member agreements are linked together for the purpose of maintaining consistent contract start and end dates, and also for discount qualification purposes. We require this form for any location that wants to purchase for itself, select options different from those of other locations within the company, or select its own qualified authorized reseller.

Following are guidelines to remember when you sign the MLA membership form:

- All separate MLA ordering locations that require different bill-to addresses from those of the parent or other subsidiary locations must complete a membership form.
- The address you use on the customer purchase order determines the bill-to address.
- We require a minimum purchase of US\$5,000 net with each membership form. Subsidiaries must maintain a minimum annual net spend of US\$5,000.
- Each location must complete and sign a membership form and return it to the address given on the form.
- Upon approval of the membership form, we will assign a unique agreement number for the location. You can then place orders referencing this number.

Support and Subscription Renewals

Your Support and non-perpetual software subscription licenses will automatically renew. This ensures you will not experience unintentional lapses in coverage. We require Support renewals under the MLA program. However, you may discontinue non-perpetual software subscription licenses, if you notify us in writing or by email 30 days prior to your annual period renewal date. If we have not received written notice of intent to discontinue, we or an authorized partner may invoice you for the renewal.

You may choose not to renew the MLA agreement at the conclusion of any term by providing advance written notification according to the termination provisions in your MLA contract. Please refer to your MLA contract for specific termination requirements.

Purchase Order Due Date and Administration Fee

MLA purchase orders for Support and software subscription license renewals are due five days prior to your annual period renewal date. If you do not submit your renewal purchase order to us or an authorized partner by the due date, and you have not provided notice of intent to discontinue at least 30 days before the due date, you may incur an order administration fee, which we or our authorized partner will add to your invoice. The administration fee may be as much as 20 percent of the renewal order value.

Additional Support, Training and Consulting Services

Our service offerings give you peace of mind as you design, build and support your IT systems. As an added benefit, they help you reach new discount levels under the MLA program. You can build a customized package to meet your needs and maximize the value of your investment in our products. Pricing for add-on support services is available on the price list.

We provide a broad spectrum of certification and training opportunities to support the solutions that power your business. With our certification and training, you can be prepared to meet the complexities and challenges of managing your technology while maximizing its full business potential. Whatever your learning style, we have a training option to meet your needs.

We also provide direct consulting services to help you implement the best enterprise technology solutions based on our products.

For services we provide under the MLA through a statement of work, the MLA terms (or a separately signed services agreement, if applicable) cover the services. If you have a non-standard MLA that does not contain services terms, in the absence of a separately signed services agreement the terms and conditions located at www.microfocus.com/licensing/contracts/services_tc.pdf cover the purchase and are considered as part of this program guide.

Appendix

Notifications for Software Updates

You can subscribe to receive notifications of software updates at Support Portal. Visit www.microfocus.com/support for links to Support Portal, discussion forums, available updates and more.

Cancellation Details

You must notify us of your intent to discontinue subscription licenses 30 days before your annual period renewal date. Email the cancellation notice to your Sales Representative or to: contracts@microfocus.com

Business-to-Consumer and Government-to-Citizen Licensing

We offer Business-to-Consumer or Government-to-Citizen licenses for a select number of products. This license option allows customers supporting large numbers of users outside their own organizations (for example, customers providing external solutions such as online user accounts for their banking customers) to purchase licenses at a discounted list price. We provide separate Business-to-Consumer and Government-to-Citizen license SKUs to facilitate such orders. Customers purchasing licenses under this model must adhere to the following definitions for Business-to-Consumer and Government-to-Citizen orders, must purchase enough licenses to support their usage, and may not allow or enable consumers or citizens to have physical or administrative access to the software or servers on which it resides.

You cannot use Business-to-Consumer or Government-to-Citizen licenses in a hosting, outsourcing or software deployment model where you provide the application as a software-on-demand, hosted or similar service.

DEFINITIONS

"Consumer" means any entity or person outside your organization to whom you provide services or goods as part of your normal business operations, except that it does not include your current or former employees, agents, contractors or suppliers.

"Citizen" means a citizen or resident to whom a Governmental Entity provides services or goods as part of its normal business operations, except that it does not include current or former employees, agents, contractors or suppliers.

“Governmental Entity” shall mean a government-owned or affiliated entity performing services or duties of a public character for the benefit of all citizens of a community and whose primary purpose is not to generate a profit. Government-owned or affiliated telecommunications, media, utilities or mining companies are not Governmental Entities. If there is an issue concerning whether an organization is a Governmental Entity, our opinion will prevail so long as it treats similarly situated entities the same.

Academic Institutions. If an academic institution meets the requirements for a Business-to-Consumer or Government-to-Citizen licensing option, it can qualify its alumni and parents or guardians of its students

or alumni as Consumers or Citizens. However, current part- or full-time students and current or former part- or full-time faculty or staff, other employees, agents, contractors or suppliers do not qualify.

Product Support Lifecycle

You should periodically review the product support lifecycle information for your products. This information can be found on: **www.microfocus.com/support/lifecycle**

Learn more at
www.opentext.com

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