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Micro Focus Flexible Credits Terms

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This document describes the support and additional terms and conditions under which Micro Focus will provide Flexible Credits to the purchasing entity ("you" or "Customer") from Micro Focus or an authorized reseller. "Micro Focus" or "our" shall mean the Micro Focus legal entity authorized to license the software for which Flexible Credits are purchased in the country in which these services are provided.

Flexible Credits are a service currency that provides you with a flexible way to purchase additional short-term Support, Consulting or Learning Services. Learn more in our Flexible Credits Guide.

Below are the terms that govern the purchase and use of Flexible Credits.

- To be eligible to redeem Flexible Credits for Support services, you must have active Micro Focus Business Support.
- Flexible Credits may be purchased with your initial software license purchase, or any time thereafter.
- After you have purchased Flexible Credits, they will be added to your "Credit History" under the Flexible Credit menu on the <u>Micro Focus</u> Support Portal.
- Flexible Credits will expire 12 months after purchase or at the end of the contract date.
- Unused Flexible Credits will not be refunded and expire at the end of the contract or 12 month period. Where required, the redemption of unused Flexible Credits will be dictated by local law.
- Flexible Credits may be redeemed for services associated with those Micro Focus product(s) the customer has purchased and for which the customer has the prerequisite level of Support (for example: Business Support). Services are not limited to only those products currently under Micro Focus Premium Support contracts.

- Unless otherwise stated, services will be provided between 8am and 5pm local time on local business days, excluding bank and local public holidays.
- Our goal is to acknowledge receipt of your initial Flexible Credit redemption request within 48 hours and to confirm delivery dates within 10 working days.
- Please note, we request a minimum of three weeks advance notice to fulfill actual delivery of any request. Micro Focus reserves the right to increase the cost of Flexible Credit redemption for services notified and agreed to by Micro Focus within the three-week advanced notice period.
- In some cases it may be necessary to extend the actual delivery date beyond three weeks.
- When Micro Focus receives a request for service, a Customer Support, Learning Services or Consulting Manager will discuss your request and recommend what services may be provided for a specific number of Credits. There may be limitations on the services that are available for certain product areas.
- Support or Consulting services provided are associated with time scheduled with a Micro Focus resource, and are not tied to specific deliverables or objectives being met. It may be that the work you wish to complete takes longer than our estimated time. In that situation, more time may be purchased through the redemption of additional Flexible Credits.
- Micro Focus reserves the right to change the Flexible Credit services and the number of Flexible Credits required for those services. Please contact your Micro Focus representative for any program updates.
- Pricing for the Flexible Credits varies by country. Note that not all services are available in all countries.
- The number of Flexible Credits required for a purchase of services, where such Flexible Credits have been purchased at a discount, is at Micro Focus' sole discretion.

This document pertains to support coverage for software products and support offered by Micro Focus International plc. This Addendum amends and is made part of the Micro Focus Business Support Agreement.

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Additional Terms

Standard Professional Services terms apply to redemptions for Support or Consulting Services, viewable here https://software. microfocus.com/en-us/legal/end-user-agreement-terms and standard Learning Services terms apply to redemptions for Learning Services, viewable here: www.microfocus.com/ en-us/legal/professional-services-terms. ■ Hiring of Employees. You agree not to solicit, or make offers of employment to, or enter into consultant relationships with, any Micro Focus employee involved, directly or indirectly, in the performance of services hereunder for one (1) year after the date such employee ceases to perform services under the terms of this document. You shall not be prevented from hiring any such employee who responds to a general hiring program conducted in the ordinary course of business and not specifically directed to such Micro Focus employees.

Learn more at www.opentext.com

