

ANNUAL SUPPORT AGREEMENT

Silver Support Service

This Annual Support Agreement ("Agreement") sets forth the terms and conditions applicable to the Micro Focus maintenance and support services to be provided by Micro Focus for those Micro Focus software products which have been separately licensed to licensee ("Licensee") by Micro Focus and for which Licensee has paid the applicable maintenance fee ("Maintained Software").

The Maintained Software is as specified in the order for the Support Services submitted by Licensee and which has been accepted by Micro Focus. Licensee hereby agrees that it shall purchase Support Services for all licensed copies of any Micro Focus software product receiving Support Services hereunder. All software, documentation and media provided to Licensee under this Agreement are also subject to the terms and conditions of the applicable Micro Focus End User License Agreement relating to the Maintained Software.

The Support Services purchased by Licensee are Micro Focus Silver Support Services as defined in this Agreement.

1. Definitions.

- Acu Maintained Software: Maintained Software from the Acu or *extend* product line.
- Acu Major Release: any revision, adaptation or new version of the Acu Maintained Software made by or on behalf of Micro Focus which enhances the Acu Maintained Software and which is offered to registered users of Acu Maintained Software as a "Major Release" and is designated by a new number on the left of the decimal point (e.g., Version x.0).
- Borland Software: Maintained Software from the Micro Focus Borland product line (except VisiBroker and AppServer).
- Avoidance Procedure: To publish or otherwise distribute instructions that allow an Error to be avoided. Avoidance Procedures may include, but are not limited to, alternative syntax or alteration of compilation or execution steps.
- Commencement Date: The date when Micro Focus receives Licensee's order for the Support Services or, if later, delivery to Licensee of the Maintained Software.
- Confirmed Error: A Defect that has been reproduced by Micro Focus.
- Corrections: Fixes, workarounds, support releases, service packs, component replacements, patches and/or documentation changes to the Maintained Software and/or Avoidance Procedures for Confirmed Errors as Micro Focus deems appropriate.
- Data Controller: The natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the processing of personal data; where the purposes and means of processing are determined by national or local laws or regulations, the controller or the specific criteria for his nomination may be designated by national or local law.
- Data Subject: An individual who is the subject of Personal Data.
- Defects: Bugs, errors or material differences between the use of the Maintained Software and the specifications of the Maintained Software as provided in the applicable end user documentation.
- Enhancement Request: A request for additional product functionality or changed behavior beyond the current intended behavior of the Maintained Software.
- Error: Either a "Confirmed Error," or a "Reported Error."
- Knowledgebase: A Micro Focus searchable database providing information on the functionality and use of the Maintained Software.
- Personal Data: Any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his/her physical, physiological, mental, economic, cultural or social identity and relates only to personal data, or any part of such personal data, of which Licensee is the Data Controller and in relation to which Micro Focus is providing services or processing personal data under this Agreement.
- Processing and process: Any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.
- Platform: A hardware chipset and operating system combination.
- Reported Error: A suspected Defect that has been reported to Micro Focus but that has not been recreated or reproduced by Micro Focus.
- Reference Environment: The specific Platform approved by Micro Focus for the Maintained Software upon purchase of a license for the Maintained Software.
- Severity 1: A critical loss of data, major failure with no workaround, or a problem causing a critical impact on Licensee's operation.
- Update: A revision of software that contains:
 - i. maintenance releases, Corrections, minor enhancements or improvements of the software functionality, usually designated by a change in the number to the right of the decimal point (e.g., from Version 5.3 to 5.4 or from Version 5.3.1 to 5.3.2) or the addition of a service pack number (e.g., V3.1 SP1);
 - ii. other than in respect of Acu Maintained Software, new or improved functionality within the same product, usually designated by a change in the number to the left of the decimal point (e.g., from Version 5.4 to 6). For the avoidance of doubt, this shall be an Acu Major Release in respect of Acu Maintained Software; or

- iii. minor enhancements, or improvements to support an update or revisions to the same operating system (e.g. Windows 95 to Windows 98); or
- iv. for the Borland Software only, a change in Platform.

Other than for the Borland Software, Updates are always on the same Platform as the original Maintained Software.

- **Upgrade:** Either (i) a change in Platform (other than for the Borland Software) or (ii) the migration from one Micro Focus software product to a successor product.

2. Term and Termination.

- 2.1 This Agreement will become effective and the Support Services provided hereunder will commence on the Commencement Date. Subject to earlier termination as provided herein and, unless otherwise agreed to in writing by the parties, this Agreement shall continue for an initial term of one (1) year and shall automatically renew on the first, and each subsequent, anniversary of the Commencement Date ("Renewal Date") for successive one (1) year periods (each a "Renewal Period") unless terminated by either party by giving to the other at least thirty (30) days' written notice thereof prior to the end of the initial term or the current Renewal Period.
- 2.2 Micro Focus may terminate or suspend Support Services (i) at any time without notice in the event Licensee's payment of the applicable annual maintenance fee ("Maintenance Fee") and/or applicable license fees for the Maintained Software are not received when due, or (ii) at any time upon written notice if Licensee is in breach of any of the terms of the end user license agreement applicable to the Maintained Software. This Agreement shall automatically terminate upon termination of the end user license agreement applicable to the Maintained Software. Except as otherwise provided in this Agreement, this Agreement and the Support Services may be terminated upon fifteen (15) days written notice by either party to the other party for any material breach of this Agreement that is not cured during such fifteen (15) day notice period.

3. Support Services.

- 3.1 Micro Focus will use all reasonable endeavors to provide the Support Services set forth in this Agreement. "Support Services" will consist of:
 - 3.1.1 With respect to Severity 1 incidents related to the Micro Focus software products set forth on Annex 1, access to the English language SupportLine telephone support services provided hereunder are on a 24 hours/7 days a week/365 days a year basis. Support in all other languages will be subject to availability and only during the business hours of local Micro Focus support center applicable in the country in which the Support Services are to be provided;
 - 3.1.2 With respect to any Micro Focus software products not expressly set forth on Annex 1 or any incidents which are not Severity 1 related to the Micro Focus software products set forth on Annex 1, SupportLine telephone support services provided hereunder will be available during the regular business hours of Licensee's designated support center and support in non-English local languages will be subject to availability;
 - 3.1.3 Corrections as provided in Clause 3.2 herein;
 - 3.1.4 Updates to the Maintained Software provided such Updates are requested by Licensee during the Support Services term;
 - 3.1.5 Internet or telephone reporting of Errors in the Maintained Software and the ability to request the Micro Focus SupportLine staff to search their database for information on similar reported Errors;
 - 3.1.6 Access to the SupportLine web site, which contains the Knowledge Base, problem submission and reporting tools, Corrections, tools, and documentation;
 - 3.1.7 Upgrades at a discounted fee equal to forty percent (40%) of the then current license fee list price of the Upgrade product provided such Upgrades are purchased by Licensee during the Support Services term. Support Services for the first year for the Upgrade must be purchased with the Upgrade. Licensee is not entitled to receive free of charge Upgrades as part of the Support Services; and
 - 3.1.8 In the case of Acu Maintained Software, Acu Major Releases at a discounted fee equal to twenty percent (20%) of the then current license fee list price of the Acu Major Release product. Support Services for the first year for the Acu Major Release must be purchased with the Acu Major Release. Licensee is not entitled to receive free of charge Acu Major Releases as part of the Support Services.
 - 3.1.9 Replacement license key for installing licenses, executing approved transfers to new hardware systems or Platforms, or reinstalling licenses following system failure. For the avoidance of doubt, Licensee shall be responsible for installing the Maintained Software.
- 3.2 **Reporting an Error:**
 - 3.2.1 Upon discovery of an Error, Licensee should report the incident via the Micro Focus SupportLine internet or contact the Micro Focus SupportLine Help Desk and provide the following information:
 - i) Serial number of Maintained Software (if initial contact) or incident number (if subsequent call to a Reported Error). A new incident number will be assigned at the time the incident is reported and provided to the Licensee for future related calls/inquiries;
 - ii) Licensee information, as needed (name, organization, location, phone number, fax, email);
 - iii) Full product name and version number of Maintained Software;
 - iv) Any third party or other environmental information necessary to understand the problem;
 - v) Description of the problem and steps necessary to recreate the problem, including sample programs, files, etc. as necessary; and
 - vi) Where appropriate a minimal length of source code program that demonstrates the Reported Error.
 - 3.2.2 Upon receipt of an Error report and the information listed in Clause 3.2.1 above, Micro Focus will attempt to reproduce the Reported Error within a commercially reasonable timeframe. If the Reported Error is confirmed, the Reported Error shall become a Confirmed Error and Micro Focus will use reasonable efforts to provide a Correction. All Errors must be demonstrable on the Reference Environment and Support Services will be provided for the Reference

Environment(s) only. If Micro Focus develops, or has previously developed, a Correction for a Confirmed Error and includes, or has included, that Correction within an Update, Micro Focus may, at its option, provide Licensee with only the Update instead of providing the specific Correction. When provided under this Agreement, such Correction or Update will be provided to Licensee without additional charge. Should the situation arise where Micro Focus reasonably determines that for technical reasons a Correction cannot be achieved by Micro Focus using commercially reasonable efforts and/or within a reasonable time, then Micro Focus will notify Licensee of this fact and will work with Licensee to agree on the course of action to be taken.

3.2.3 In the event that Micro Focus is unable to take a Reported Error and reproduce it at Micro Focus' premises for diagnostic purposes, Licensee may provide Micro Focus with direct access to Licensee's system on which the Reported Error has occurred for the purposes of remote diagnostic efforts to determine the cause. The parties will ensure that appropriate non-disclosure agreements are in place to protect the confidential and proprietary information of both parties. Such remote access shall be through services such as Live Meeting, Placeware, and other services which allow access to receiving systems through secure connections via the internet.

3.2.4 If following Micro Focus' responses pursuant to clauses 3.2.2 and 3.2.3 above, Licensee has reasonable grounds for concern that Micro Focus may fail to provide the relevant Correction, then Licensee may bring its concern to the attention of the Support Manager responsible for the applicable support centre from which the Support Services are to be provided until Licensee's concern is reasonably satisfied.

If such Support Manager is unable to satisfy Licensee's reasonable concerns promptly after having been apprised of them, then Licensee may bring its concern to the attention of the Regional Support Manager responsible for the applicable territory from which the Support Services are to be provided until Licensee's concern is reasonably satisfied

Finally, if such Regional Support Manager is still unable to satisfy Licensee's reasonable concerns promptly after having been apprised of them, then Licensee may bring its concern to the attention of the Global Support Manager or Director until Licensee's concern is reasonably satisfied.

3.3 Micro Focus will only provide Support Services for the most current version of the Maintained Software and the one immediately prior version ("Prior Version"). Micro Focus reserves the right to discontinue Support Services for the Prior Version after the most current version has been generally released for one (1) year or more. Micro Focus will notify Licensee of such discontinuance either by written notice or by announcement on the Micro Focus website, at the discretion of Micro Focus. For the purposes of this Clause, a version includes the most recent service packs or Updates provided by Micro Focus for that version. For example, if the most current version of the Maintained Software is version 3.1, Micro Focus will provide Support Services for version 3.1 and version 3.0 but not for a version prior to version 3.0. Support for previous versions, versions that have been withdrawn by Micro Focus from the market, versions that are otherwise not generally available and for the Prior Version where discontinued in accordance with this Clause 3.3, will be governed by Clause 5 below.

3.4 Micro Focus shall have no obligation to provide any Update or Upgrade that is not requested or purchased by Licensee during the term of the Support Services. After receiving an Update or an Upgrade (each a "New Version") for the Maintained Software from Micro Focus, Licensee may, for a period not exceeding ninety (90) days from the date Licensee receives the New Version from Micro Focus, use both the original Maintained Software and a New Version simultaneously while Licensee completes the transition to a New Version. At the end of this ninety (90) day period, the license and maintenance services for the software will shift to such New Version and the New Version will become the Maintained Software. At that time, any further use of the original Maintained Software by Licensee will not be authorized unless Micro Focus expressly authorized such use in writing, such authorization to be accompanied by the payment of additional fees.

4. Items Not Covered by Support Services.

4.1 Support Services do not apply to:

4.1.1 Altered or modified Maintained Software unless altered or modified pursuant to this Agreement;

4.1.2 Any System itself containing the Maintained Software. A "System" is defined as the combination of Maintained Software and other software to form an interconnected environment, however, Micro Focus will provide Support Services as set forth herein for the Maintained Software portion of the System;

4.1.3 A version of the Maintained Software for which Micro Focus has discontinued maintenance services;

4.1.4 Defects caused by Licensee's negligence, fault or resulting from hardware malfunction or malfunction of software not covered by this Agreement;

4.1.5 Maintained Software used on a Platform other than the one for which it was licensed by Micro Focus at the time that the license was purchased; and/or

4.1.6 Service failures due to defects, power problems, environmental problems or any cause other than the Maintained Software itself.

5. Support for Withdrawn Products or Versions.

5.1 Support for previous versions, versions that have been withdrawn by Micro Focus from the market, versions that are otherwise not generally available and for the Prior Version where discontinued in accordance with Clause 3.3 above ("Withdrawn Software") will be eligible for limited support services ("Limited Support Services") consisting of:

5.1.1 Internet, or telephone reporting of questions and issues with the Withdrawn Software and the ability to request the support staff to review the reported questions or issues and provide any existing advice or avoidance procedures. SupportLine telephone support services provided hereunder will be available during the regular business hours of Licensee's designated support center and support in non-English local languages will be subject to availability;

5.1.2 Access to the SupportLine web site, which contains the Knowledgebase problem reporting, tools, and documentation; and

- 5.1.3 If available for that particular product, Upgrades at a discounted fee equal to forty percent (40%) of the then current license fee list price of the Upgrade. Support Services for the first year for the Upgrade must be purchased with the Upgrade. Licensee is not entitled to receive free of charge Upgrades as part of the Support Services.
- 5.1.4 Generally available Updates of the Maintained Software. For the avoidance of doubt, Micro Focus shall not be obliged to provide any Corrections for Withdrawn Software.

6. Additional Services and Charges.

- 6.1 In the course of investigating a Reported Error, if Micro Focus determines that the issue is not a Defect in the Maintained Software, Micro Focus reserves the right, upon prior notice, to charge for expenses related to such investigation.
- 6.2 Micro Focus may offer, under separate agreement(s), additional maintenance-related services such as training and consulting. Such additional services are subject to availability and, when available, will be performed at a site and time mutually agreeable and charged on a time and materials basis plus reasonable expenses.

7. Maintenance Renewal.

- 7.1 For so long as Micro Focus continues to offer Support Services for the Maintained Software and subject to clause 2.1 above and 12.4 below, Licensee may, subject to Micro Focus' acceptance, renew the Support Services by delivering Micro Focus a purchase order or executing the quote generated by Micro Focus referencing these Support Services for the applicable Maintenance Fee for each copy of the Maintained Software on or about each Renewal Date or by allowing this Agreement to automatically renew pursuant to clause 2.1. If the parties agree to renew the Support Services or if Licensee permits this Agreement to automatically renew, Licensee must do so for all licensed copies in its possession of the Micro Focus software product(s) for which Support Services are renewed. Maintenance Fees will be due for payment by Licensee by the later of (i) thirty (30) days from the date of invoice or (ii) such Renewal Date. Micro Focus may increase Maintenance Fees by up to 10% over the previous year's fees. If payment of the Maintenance Fee for the new Renewal Period is not received by the due date, Micro Focus may immediately and without notice suspend the provision of Support Services for the Maintained Software and Licensee will no longer be eligible for the 10% limitation on price increases for the current and subsequent years set forth above. Licensee may then reinstate the Support Services in accordance with Clause 7.2 below.
- 7.2 If Licensee elects not to renew the Support Services or allows the Support Services to lapse and the Micro Focus software products have been off Support Services for less than one (1) year, Licensee can reinstate Support Services for such Micro Focus software products by paying for a new Support Services term of not less than twelve (12) months, plus the following charges:
 - 7.2.1 if the Maintained Software is the most then current version of such software product, by paying to Micro Focus the applicable Maintenance Fees backdated to such date when the previous Support Services term had expired or terminated and a 20% reinstatement fee (calculated at 20% of the applicable annual Maintenance Fee), or
 - 7.2.2 if the Maintained Software is not the most then current version of such software product, an upgrade fee equal to 40% of the then current license fee list price of the most then current version of such software product.
- 7.3 If the Micro Focus software product has been off Support Services for longer than one (1) year, Licensee will be required to purchase the most current version of the Micro Focus software product in order to renew Support Services.
- 7.4 Micro Focus reserves the right, upon at least 30 days written notice prior to any new Renewal Period to alter the prices, terms, and conditions for the Support Services in advance of such new Renewal Period. Any such alterations will be deemed to amend this Agreement between Licensee and Micro Focus with effect from the next Renewal Date and shall be applicable for the next and future Renewal Period(s).

- 8. **Payment Terms.** All fees and charges due under this Agreement are non-refundable and shall be paid within thirty (30) days of the date of invoice unless otherwise stated in this Agreement. Maintenance Fees are exclusive of any applicable transportation charges, value added and other applicable taxes and duties and all such amounts shall be paid or reimbursed by Licensee. Late payments will accrue interest at the rate of 1.5% per month or, if lower, the highest rate permitted by law and, in addition, Micro Focus shall have the right to recover from Licensee any collection fees (including without limitation attorney's fees) incurred by Micro Focus as a result of any late payment by Licensee.

- 9. **Exclusion of Damages.** TO THE EXTENT PERMITTED BY LAW, NEITHER MICRO FOCUS NOR ANY OF ITS THIRD-PARTY SUPPLIERS SHALL BE LIABLE FOR ANY INJURY, LOSS OR DAMAGE, WHETHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL, ARISING OUT OF THE SUPPORT SERVICES OR THE USE OR INABILITY TO USE THE MAINTAINED SOFTWARE, NOR FOR ANY LOST PROFITS, DATA OR PROGRAMS, OR THE COST OF RECOVERING SUCH DATA OR PROGRAMS, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, AND TO THE EXTENT PERMITTED BY LAW, MICRO FOCUS AND ITS THIRD PARTY SUPPLIERS HEREBY DISCLAIM ANY CONDITIONS OR WARRANTIES WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY RELATING TO QUALITY, MERCHANTABILITY OR FITNESS FOR PURPOSE WITH RESPECT TO THE SUPPORT SERVICES TO BE PROVIDED HEREUNDER.

- 10. **Limitation of Liability.** ANY LIABILITY OF MICRO FOCUS OR ITS THIRD PARTY SUPPLIERS SHALL BE LIMITED IN THE AGGREGATE TO THE AMOUNT PAID BY LICENSEE FOR SUPPORT SERVICES FOR THE APPLICABLE MAINTAINED SOFTWARE DURING THE PRIOR 12 MONTH PERIOD. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, AND OTHER TORTS. MICRO FOCUS

AND ITS THIRD-PARTY SUPPLIERS' LIMITATIONS OF LIABILITY ARE NOT CUMULATIVE. NEITHER THIS AGREEMENT NOR ANYTHING IN SECTIONS 9 AND 10 SHALL PURPORT TO EXCLUDE OR RESTRICT THE LIABILITY OF MICRO FOCUS OR ITS THIRD-PARTY SUPPLIERS TO ANY EXTENT NOT PERMITTED BY LAW.

11. **Ownership.** Micro Focus (or its affiliates), and its third-party suppliers as applicable, have and will retain all ownership rights to the Maintained Software, including without limitation all patent rights, copyrights, trademarks, trade names, service marks, related goodwill, and confidential and proprietary information relating thereto. Licensee will have no rights in the Maintained Software except as explicitly stated in this Agreement or the applicable Micro Focus End User License Agreement.
12. **Miscellaneous.**
 - 12.1 **Micro Focus contracting party.** Micro Focus shall be defined as the Micro Focus legal entity authorized to license the Maintained Software in the country in which the Support Services are to be provided to Licensee.
 - 12.2 **Assignment.** Micro Focus may assign this Agreement to any member of Micro Focus' group of companies or to a purchaser of the intellectual property rights in the Maintained Software, but otherwise neither this Agreement nor any rights hereunder may be assigned (any change of control merger, sale or other transfer of all, or substantially all, of the assets of Licensee shall be included in the meaning of an assignment) nor duties delegated by either party, and any attempt to do so will be void.

This Agreement may be performed by any Micro Focus affiliate or third party which Micro Focus allocates from time to time to provide such Support Services to customers in Licensee's country or to a third party purchaser of all or part of the Micro Focus Support Services business.
 - 12.3 **Force Majeure.** Micro Focus shall not be liable for failure or delay in performing its obligations due to circumstances outside its reasonable control. Micro Focus' liability in respect to loss of, or damage to, tangible property caused by the negligence of Micro Focus shall be limited to two hundred and fifty thousand pounds sterling per event or series of connected events notwithstanding Clause 10 of this Agreement.
 - 12.4 **Entire Agreement.** In no event shall any terms and conditions of Licensee contained in a purchase order or similar document issued by Licensee in connection with this Agreement apply and any such document issued by Licensee shall be only for the administrative purposes of identifying the Maintained Software and the Support Services ordered and the price to be paid and shall have no other legal effect. Unless otherwise agreed in writing by the parties, this Agreement and the applicable Micro Focus End User License Agreement are the only agreements between Micro Focus and Licensee with respect to the Maintained Software. This Agreement supersedes all proposals, communications, purchase orders and prior agreements, verbal or written, between the parties relating to the Maintained Software unless a separate specific agreement for maintenance and support services has been signed and executed by the parties with respect to the maintenance and support of the Maintained Software during the relevant Support Services period.
 - 12.5 This Agreement shall be without prejudice to any rights of Micro Focus arising from, inter alia, breach of any applicable Micro Focus End User License Agreement and/or Micro Focus copyright, and provision of the Support Services to Licensee does not constitute an agreement by Micro Focus that Licensee is in compliance with such relevant terms and/or laws.
 - 12.6 **Governing Law and Jurisdiction.** If the Support Services are provided in France, Germany, Italy, Japan or Spain, this Agreement is governed by the laws of the country in which the Support Services are provided. If the Support Services are provided in North America, the laws of the state of Maryland govern this Agreement. In the rest of the world, the laws of England govern this Agreement. The aforesaid 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. This Agreement shall be subject to the exclusive jurisdiction of the courts of the country determining the applicable law as aforesaid except that the Courts of the State of Maryland shall have exclusive jurisdiction in North America, and the Licensee expressly agrees to be subject to such aforementioned applicable jurisdiction. Further, in the event Micro Focus has to commence any action for an amount due hereunder, including without limitation referring such amount to an attorney or other party for collection and whether or not a legal claim has been filed, Micro Focus shall be entitled to the payment of any costs incurred as a result of such non-payment or late payment (including reasonable attorney fees).
13. **Personal Data.**
 - 13.1 The parties acknowledge that for the purposes of the applicable national and/or local data protection laws, Licensee is the Data Controller and Micro Focus is the data processor of any Personal Data.
 - 13.2 Licensee authorises Micro Focus to obtain, hold and process the Personal Data for the purposes of this Agreement. Micro Focus shall use its reasonable endeavours to process the Personal Data only to the extent, and in such a manner, as is necessary for the purposes of, or as permitted by, this Agreement.
 - 13.3 Micro Focus agrees that: (i) it shall ensure adequate security measures are put in place to protect the integrity of the Personal Data to the extent as required by the applicable national and/or local data protection laws; and (ii) it shall assist Licensee with Data Subject access requests under the applicable national and/or local data protection laws.
 - 13.4 Licensee warrants that: (i) it has obtained the necessary consent of each of the Data Subjects to collect their respective Personal Data and to transfer, and permit Micro Focus to process, such Personal Data in accordance with this Agreement and that such consent has not been withdrawn; (ii) it shall immediately inform Micro Focus as soon as it becomes aware that a Data Subject has withdrawn its consent, or such consent has not been validly provided, as obtained in accordance with clause 13.4.(i); (iii) it shall maintain accurate records of when consent was provided by each Data Subject and for what purpose such consent was given; (iv) it will be able to submit the IP address and a time stamp for each Data Subject's consent, where such consent has been provided over the internet; (v) where

requested, it shall provide Micro Focus with the records as set out in clauses 13.4.(iii) and 13.4.(iv) above; (vi) it shall provide Micro Focus with full co-operation and assistance in relation to Micro Focus' compliance with its data protection obligations, including but not limited to such assistance in relation to any request made by the Data Subject for information or access to its Personal Data; and (vii) it has complied with all its obligations under any applicable national and/or local data protection laws and any other applicable data protection requirements.

- 13.5 Licensee agrees to indemnify and keep indemnified and defend at its own expense Micro Focus against all costs, claims, damages or expenses incurred by Micro Focus or for which Micro Focus may become liable due to any failure by Licensee or its employees or agents to comply with any of its obligations under this Agreement.
- 13.6 Licensee agrees that Micro Focus may sub-contract to data processors established in the country in which Micro Focus is incorporated or other countries (including countries that are outside of the European Economic Area).

14. Contacts.

SUPPORT CONTACT: <http://supportline.microfocus.com>
SUPPORT SALES CONTACT: Supportlinesales@microfocus.com

ANNEX 1
Micro Focus Products supported 24/7

- Application Server
- Artix
- COBOL 2010 runtime
- COBOL Server
- Enterprise Link
- Enterprise Server
- Enterprise Developer – Team Edition
- Enterprise Test Server
- Mainframe Express Enterprise Edition
- Net Express
- Net Express with .NET
- Net Express for Eclipse
- Revolve Enterprise Edition
- Server Express
- Server Express for Eclipse
- Server Enterprise Edition
- Server for .NET
- Server for COBOL
- Silk QALoad
- Silk TestPartner
- Studio Enterprise Edition
- Studio for COBOL developers
- TrackRecord
- Optimal Trace
- Orbacus
- Orbix
- Visual COBOL 2010
- Visual COBOL for Visual Studio
- Visual COBOL for Eclipse

For and on behalf of the Vendor :	
Date	
Signature	
Name	
Designation	

For and on behalf of Licensee :	
Date	
Signature	
Name	
Designation	

