

Micro Focus Software Terms and Conditions

Introduction: By clicking "I Accept" below, the entity that purchased the applicable Micro Focus Software products and/or services ("Customer") represents that the person performing the acceptance has the authority to commit Customer to these terms and conditions ("Agreement"), and that Customer agrees to be bound by such terms. The Effective Date of this Agreement is the date that Customer accepts this Agreement. Unless Customer is a party to a Micro Focus Software volume purchase agreement (MLA, VLA, ALA, or SLA) specifying its own term length, the term of this Agreement shall begin on the Effective Date and continue for the period specified in the subscription certificate.

1. Applicability. These terms apply to the Micro Focus Software Maintenance (which term is also intended to refer to the subscription services available with Micro Focus Software's SUSE Linux Enterprise products, whether designated as Basic, Standard, or Priority Subscription), technical support, or other services you receive through your purchase. Maintenance services do not include integration services, installation of Upgrades or Updates, or any other benefits not expressly described in this Agreement. Technical support or other services you may receive as part of your purchase are described on the Micro Focus Software web page that provides details about your purchase.

2. Maintenance Benefits. The purchase of Maintenance for a specific installation of Micro Focus Software software entitles Customer to install and use all Upgrades and Updates (see below) made commercially available by Micro Focus Software during the period covered by the Maintenance, up to the number of installations for which Customer has purchased Maintenance. "Update" means a fix or compilation of fixes released by Micro Focus Software to correct operational defects (program bugs) in the Micro Focus Software product. "Upgrade" means any new version of Micro Focus Software software which bears the same product name, including version changes evidenced by a number immediately to either the left or right of the decimal (e.g. for SLES 10.0 to 11.0). If a question arises as to whether a product offering is an Upgrade or a new product, Micro Focus Software's opinion will prevail, provided that Micro Focus Software treats the product offering the same for its end users generally. If Micro Focus Software commercially releases any Upgrades and/or Updates, Micro Focus Software will make such Upgrades and/or Updates available to Customer within a reasonable period of time after they become commercially available. Customer acknowledges that Micro Focus Software cannot guarantee any specific turnaround times and/or regular release intervals.

3. Immediate and Preventive Updates. At its sole discretion, Micro Focus Software will determine whether to eliminate a program bug—a software defect that impairs the function of the relevant Micro Focus Software product according to its specifications—by means of issuing an Update. Micro Focus Software will inform Customer by e-mail as soon as new Updates are released at the Micro Focus Software website. The messages will be sent to the email addresses supplied by Customer during its registration for Maintenance.

4. Reporting. Customer acknowledges that the completeness and accuracy of the information Customer provides to Micro Focus Software may affect Micro Focus Software's ability and desire to provide Maintenance services. The Maintenance purchased by Customer is intended for use only for the benefit of Customer and only for the specific installations of the Micro Focus Software product covered by Maintenance. If Customer purchases Maintenance, Customer must purchase Maintenance for all copies of the Micro Focus Software product(s) installed. Each copy must be installed on a server or machine corresponding to the Maintenance sku or part number describing such product or Maintenance offering (e.g., a SLES Basic Subscription sku cannot be mixed with SLES Priority Support subscriptions, nor can Customer apply Maintenance benefits received pursuant to a particular subscription offering, such as X-86, to a different platform for which the offering does not apply, such as zSeries). Any unauthorized use of Maintenance will be treated as a material breach of this Agreement. If Customer wishes to increase the number of copies of the Micro Focus Software product installed, Customer must purchase from Micro Focus Software or its authorized reseller Maintenance for each additional copy installed. Upon renewal, Customer's submission of a purchase order or payment of Maintenance fees will be deemed a representation of the number of copies of the Micro Focus Software product receiving Maintenance benefits. During the term of this Agreement and for two years after its expiration or termination, Micro Focus Software will have the right, at its expense and upon no fewer than three (3) working days prior written notice, to verify Customer's purchase and use of Maintenance benefits and related records and payments. If Customer has underpaid amounts owing, Customer must immediately purchase from Micro Focus Software or its authorized reseller sufficient units or subscriptions of Maintenance to support the actual number of copies installed and pay all amounts owing.

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6. Law; Integration. This Agreement is governed by the laws of the State of Utah. This Agreement includes the entire agreement with respect to the services between (a) Customer and (b) Micro Focus Software and its Third Parties with respect to the services. It may be modified only by a written agreement signed by the entity to be bound.

7. Export Compliance. Any person or entity exporting or re-exporting Micro Focus Software products directly or indirectly and via any means, including electronic transfer, is wholly responsible for doing so in accordance with the U.S. Export Administration Regulations and the laws of host countries. Micro Focus Software assumes no responsibility or liability for your failure to obtain any necessary export approvals. Approvals are

dependent upon an item's technical characteristics, the destination, end-use and end-user, as well as other activities of the end user. Specifically, no Micro Focus Software product may be exported to embargoed or otherwise restricted countries or end users. Please consult the Bureau of Industry and Security web page and other sources before exporting Micro Focus Software products from the U.S. and familiarize yourself with the laws of destination countries before re-exporting Micro Focus Software products. This provision shall survive the expiration or earlier termination of this Agreement. Please refer to the export matrix for Micro Focus Software products for more information on exporting Micro Focus Software. You can download a copy from <http://www.microfocus.com/info/exports/> or obtain a copy from your local Micro Focus Software office.

8. **Transfer.** This Agreement may not be transferred or assigned without the prior written approval of Micro Focus Software.

Each of the parties agrees to the terms contained herein and has caused this document to be executed by its duly authorized representative.

MICRO FOCUS SOFTWARE INC.

Signature: Shelly Hall
Print Name: Shelly Hall
Title: Corporate Secretary
Date: 07/25/18

APPROVED
By Kristy Tangle at 8:50 am, Jul 25, 2018

CUSTOMER

Signature: J. Steven Worthley
Print Name: J. STEVEN WORTHLEY
Title: CHAIRMAN, BOARD OF SUPERVISORS
Date: July 31, 2018

APPROVED AS TO FORM:
COUNTY COUNSEL

By: [Signature] 2018.048
Deputy 7/27/18