MICRO FOCUS MARKETPLACE END USER PARTICIPATION TERMS

These MICRO FOCUS MARKETPLACE END USER PARTICIPATION TERMS ("Participation Terms") are a legal contract between you and [the applicable] Micro Focus [entity] and its affiliates ("Micro Focus") and apply to your use of a Micro Focus marketplace (the "Marketplace") and your use of applications made available in the Marketplace (each, an “Application”). These Participation Terms are effective beginning with your initial use of the Marketplace.

1. **INTRODUCTION:** Before accessing the Marketplace or any Application, carefully read these Participation Terms which are in addition to the Micro Focus Website Terms of Use ("Website Terms of Use"). To the extent there is any conflict between these Participation Terms and the Website Terms of Use, these Participation Terms shall control. The licensor of each Application (the “Application Provider”) is either Micro Focus or a third-party licensor. The Application Provider licenses the Application to you, the original end user, either for free or for a charge, solely for your organization’s internal purposes as set forth below and subject to the applicable end user license agreement. Your use of each Application that you download through the Marketplace is governed by the terms of the End User License Agreement specified by the Application Provider (the “EULA”).

If you do not agree to these Participation Terms, you may not use, download from, or otherwise access the Marketplace. Using, downloading, or otherwise accessing any part of the Marketplace indicates that you accept these Participation Terms. You must be at least 13 (thirteen) years of age to use or access the Marketplace. If you are at least 13 but under the age of 18, you must have your parent or legal guardian’s permission to use or access the marketplace.

2. **LIMITED ROLE OF MICRO FOCUS:** Your agreement with each third-party Application Provider is a binding agreement between you and that Application Provider only. Such third party is solely responsible for the corresponding Application, the content therein, any warranties to the extent that such warranties have not been disclaimed, and any claims relating to that Application. You acknowledge that, except in situations where Micro Focus is the Application Provider, Micro Focus is not a party to the agreement between you and the Application Provider. Micro Focus is not responsible for any third-party Application, the content therein, or any warranties or claims that you or any other party may have relating to that Application. You further acknowledge and agree that, with respect to any Application for which Micro Focus is not the Application Provider, Micro Focus is a third-party beneficiary of the corresponding EULA and, in such capacity, has the right to enforce such EULA against you.

3. **PRICES AND TAXES:** Prices will be as set out on the Marketplace at the time an order is submitted. Prices are exclusive or taxes, duties, and fees (including installation, shipping, and handling) unless otherwise quoted.

4. **INVOICES AND PAYMENT:** You agree to pay all invoiced amounts at the time of purchase. Micro Focus may suspend or cancel performance of open orders if You fail to make payments when due. All sales are final.

5. **RESTRICTIONS:** You agree that Micro Focus and/or third parties own all right, title and interest in and to the Marketplace as a whole and all Applications as to which Micro Focus is the Application Provider (including all patents, copyrights, trademarks and other intellectual property rights relating thereto). Each Application is licensed for use only for a single Micro Focus account, and you may not distribute or make the Application available over a network or for use with multiple devices. You may not modify or alter an Application or use it other than as expressly authorized by the corresponding EULA; provided that, if applicable law permits you to copy or modify the Application, then you may copy and modify the Application solely to the extent, and for such purposes as, expressly permitted by applicable law. You may not attempt to or assist or encourage any other person or entity to circumvent, disable or modify any security technology or software that is part of the Application or specified by Micro Focus. Except as expressly authorized herein or in such EULA, all rights in the Applications are reserved.
by the Application Providers. You agree that you will not engage in any activity that interferes with or disrupts the Marketplace or services available through Applications you have downloaded. You further agree that you will not use any Applications you download to interfere with or otherwise disrupt any servers, networks, websites or services.

6. **MICRO FOCUS HAS THE RIGHT TO MODIFY, CHANGE OR TERMINATE YOUR USE OF THE MARKETPLACE OR APPLICATIONS FOUND IN THE MARKETPLACE:** Micro Focus reserves the right, at its sole discretion and at any time, to add, remove, disable access to, block, or modify the Marketplace or to impose limits on the use of or access to certain features or portions of the Marketplace. In the event Micro Focus determines in good faith that it is appropriate to do so, due to changes in the obligations to, or restrictions imposed by, its third-party licensors or partners, an Application Provider’s violation of its agreement with Micro Focus, or any governmental restriction or court order. Micro Focus may, without prior notice or liability to you, remove, disable access to, block, or modify remotely any Applications previously downloaded by you from the Marketplace. In such event, you may need to contact the Application Provider for further action or access.

7. **MICRO FOCUS HAS THE RIGHT TO MODIFY THESE TERMS:** Micro Focus reserves the right to modify these Participation Terms at its sole discretion at any time. Any such modification will be effective upon Micro Focus notifying you prior to your continued use or access of the Marketplace. Your continued use of the Marketplace after such notice will constitute your binding acceptance of the Agreement as revised.

8. **CUSTOMER SERVICE:** Support of an Application is solely as agreed by you and the Application Provider (in the EULA or otherwise). For any issues or questions concerning specific third-party Applications, please contact the Application Provider. Micro Focus does not provide support for third-party Applications.

9. **CONTENT ACCESSED THROUGH APPLICATIONS:** You acknowledge and agree that certain Applications may provide access to products, services, web content or other third-party materials (together, “Third-Party Content”) and that Micro Focus is not responsible for such Third-Party Content. Micro Focus makes no representations or warranties regarding such Third-Party Content.

10. **REVIEWS:** Micro Focus, in its sole discretion, may permit users to post reviews of Applications on the Marketplace. Such reviews reflect the opinions of the reviewers and not Micro Focus, and Micro Focus makes no representations as to the accuracy or completeness of the reviews. You agree that Micro Focus shall have no liability to you if you rely on the reviews to download or use an Application. Micro Focus reserves the right to, but has no obligation to, remove reviews that Micro Focus deems irrelevant or otherwise inappropriate for any reason. If you post a review, you hereby grant Micro Focus a perpetual, worldwide, fully transferable and sub-licensable, irrevocable, royalty-free license to make, use, sell, market, reproduce, create derivative works of, distribute, perform, and display the review in any manner and for any purpose. You acknowledge that your personally identifiable information may be associated with your review unless you post the review anonymously. If you post a review, you agree not to post, publish or transmit any material that: (i) is false or misleading; (ii) is defamatory; (iii) invades another’s privacy; (iv) is obscene, pornographic, or offensive; (v) promotes bigotry, racism, hatred or harm against any individual or group; (vi) infringes on another’s rights, including but not limited to any intellectual property rights; or (vii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil or criminal liability.

11. **CONSENT TO USE OF DATA:** To the extent permitted by law, you expressly consent to the collection and use of information about your use of the Marketplace, Applications obtained through the Marketplace, and the computer systems on which such Applications are installed or accessed for security and licensing purposes and to improve Micro Focus products and services. This includes the use of Google Analytics or other analytics tools for the collection of anonymous usage information, which helps Micro Focus understand how visitors engage with the application catalog. Micro Focus will collect and use this information in accordance with its privacy policy and in accordance with applicable data
protection laws. Micro Focus, its affiliates and designated agents may disclose this information to others, but not in a form that personally identifies you.

12. **INDEMNIFICATION**: To the maximum extent permitted by law, you agree to defend, indemnify and hold Micro Focus, its directors, officers, employees, affiliates and agents (including without limitation its parent company, Micro Focus International plc and its directors, officers, employees, affiliates and agents) harmless from and against any and all claims arising out of your breach of these Participation Terms, your use of the Marketplace, or your use of any Applications downloaded from the Marketplace.

13. **WARRANTY AND DISCLAIMERS**: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE MARKETPLACE IS AT YOUR SOLE RISK AND THAT ACCESS TO THE MARKETPLACE IS PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS AND WITHOUT ANY WARRANTY OF ANY KIND OR NATURE. MICRO FOCUS DOES NOT WARRANT THAT USE OF THE MARKETPLACE WILL BE UNINTERRUPTED, FAULT-TOLERANT OR ERROR FREE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICRO FOCUS AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY IMPLIED OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, CORRESPONDENCE WITH DESCRIPTION, SATISFACTORY QUALITY AND NON-INFRINGEMENT. EXCEPT AS EXPRESSLY STATED IN THE MICRO FOCUS EULA FOR AN APPLICATION AS TO WHICH MICRO FOCUS IS THE APPLICATION PROVIDER, MICRO FOCUS MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. ALL THIRD-PARTY SOFTWARE AND OPEN SOURCE SOFTWARE IS PROVIDED "AS-IS," WITHOUT WARRANTIES OF ANY KIND BY MICRO FOCUS.

14. **LIMITATION OF LIABILITY**:

   a. Aggregate Cap. IN NO EVENT SHALL ANY LIABILITY OF LICENSOR OR ITS AFFILIATES OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED, IN THE AGGREGATE, THE AMOUNTS PAID BY LICENSEE FOR THE LICENSED SOFTWARE AND THE INITIAL PERIOD OF MAINTENANCE AND SUPPORT GIVING RISE TO THE APPLICABLE CLAIM.

   b. waiver of Liability. IN NO EVENT SHALL LICENSOR OR ITS AFFILIATES OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SIMILAR DAMAGES, LOSS OF PROFITS, BUSINESS, DATA, OR PROGRAMS (INCLUDING, BUT NOT LIMITED TO, THE COST OF RECOVERING OR REPLACING SUCH DATA OR PROGRAMS), LOSS, DAMAGE OR ANY COSTS DUE TO INTERRUPTION, DELAY, OR INABILITY TO USE THE LICENSED SOFTWARE, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

   c. Scope. THE LIMITATIONS AND EXCLUSIONS OF THIS SECTION 8 APPLY TO ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS. This limit applies collectively to Licensor, its employees, subsidiaries, contractors, and suppliers. NOTWITHSTANDING THE FOREGOING, nothing in this section 8 excludes liability for WILLFUL MISCONDUCT OR fraudulent misrepresentation.

   d. Exclusive Remedy. LICENSEE’S remedies in this Agreement are Licensee’s exclusive remedies. LICENSEE AGREES THAT, IN ENTERING INTO THIS AGREEMENT, IT DID NOT
RELY ON ANY REPRESENTATIONS (WHETHER WRITTEN OR ORAL) OF ANY KIND OTHER THAN THOSE EXPRESSLY SET OUT IN THIS AGREEMENT.

e. Essential Purpose. LICENSEE FURTHER ACKNOWLEDGES THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND ARE AN ESSENTIAL ELEMENT OF THIS AGREEMENT AND THAT, IN THE ABSENCE OF SUCH LIMITATIONS, THE PRICING AND OTHER TERMS AND CONDITIONS SET FORTH HEREBE WOULD BE SUBSTANTIALLY DIFFERENT. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF THE LICENSEE'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

f. Free Software. If Licensor provides Licensee with any Licensed Software free-of-charge or under an Evaluation License, to the extent permitted by law, Licensor shall not be responsible for any loss or damage to Licensee, its customers, or any third parties caused by the Licensed Software that it makes available to Licensee.

15. GLOBAL TRADE COMPLIANCE: You agree to comply with the trade-related laws and regulations of the U.S. and other national governments. If you export, import or otherwise transfer Applications provided under these Participation Terms, you will be responsible for obtaining any required export or import authorizations. You confirm that you are not located in a country that is subject to trade control sanctions (currently Cuba, Iran, N. Korea, N. Sudan, and Syria) and further agree that you will not retransfer the Applications to any such country. Micro Focus may suspend its performance under these Participation Terms to the extent required by laws applicable to either party.

16. TERM AND TERMINATION: These Participation Terms are effective until terminated. Micro Focus may terminate these Participation Terms in whole or as it applies to your use of any Application if you breach any of these Participation Terms. You may terminate it at any time by ceasing to use the Marketplace, provided that any terms relating to your use of each Application will survive unless and until you destroy all copies of such Application and related documentation. Some jurisdictions do not allow the termination of this type of Agreement, so the above provision may be limited in its application to you. In addition, Micro Focus reserves the right to modify, suspend, or discontinue the Marketplace (or any part or content thereof) at any time with or without notice to you, and Micro Focus will not be liable to you or to any third party should it exercise such rights.

17. GOVERNING LAW: These Participation Terms, as well as any claims or causes of action, whether in contract, tort or statute, based on, arising under or relating hereto, will be governed and enforced pursuant to the laws of the State of Delaware, without giving effect to any conflict of law rule or other rule that could result in the application of laws of a different jurisdiction. The parties consent to exclusive jurisdiction of the state and federal courts of Delaware. The United Nations Convention on Contracts for the International Sale of Goods will not apply. The prevailing party in any proceeding has the right to recover costs and reasonable attorneys’ fees as awarded by the court or arbitrator.

18. ENFORCEMENT OF AGREEMENT: Micro Focus reserves the right to takes any steps it believes to be reasonably necessary or appropriate to enforce and/or verify compliance with any part of these Participation Terms. You agree that Micro Focus has the right, without liability to you, to disclose any information relating to your use of the Marketplace to law enforcement authorities, government officials, and/or a third party, as Micro Focus believes in good faith is appropriate to enforce and/or verify compliance with any part of these Participation Terms.

19. SURVIVAL: Sections #### will survive any expiration or termination of these Participation Terms.

20. ENTIRE AGREEMENT: These Participation Terms represent our entire understanding with respect to their subject matter and supersede any previous communication or agreements that may exist. Except as expressly specified herein, modifications to these Participation Terms may be made only through a
written amendment signed by both parties. A failure by Micro Focus to exercise, or a delay in Micro Focus’ exercise of, its rights hereunder is not a waiver of those rights.