

OpenText Academic Program Guide

Overview

OpenText is pleased to offer specified products and services to academic institutions under the Academic Programs:

- SLA (School License Agreement) program;
- ALA (Academic License Agreement) program;
- MLA-ACA (Master License Agreement for Academia) program; and
- ASO (Academic Single Order) transactions for customers who don't have a signed academic agreement or need to purchase perpetual licenses.

Our objective is to provide easy-to-access reproducible and cost-competitive licensing vehicles for K-12 schools, colleges, universities and academic institutes through these programs.

With the ALA or SLA contract and annual payment calculations, you can manage the process to license, implement, and maintain your software investments. We also provide a flexible way to purchase your solutions through one-off Academic Single Order transactions where no minimum spend or a signed contract is required, and you can purchase from one of our many qualified authorized resellers. If you have an extensive educational organization and commit to higher level on-going purchases, you may have signed the MLA-ACA Agreement to enjoy more program benefits.

Purchases under these programs must be for instructional use, academic research or administrative IT by and for students, faculty and staff within the Customer's own institution and not for remarketing or other purposes.

ALA & SLA Programs

Program Benefits & Requirements

Program benefits and requirements in the Academic License Agreement (ALA) & School License Agreement (SLA) programs include:

- Preferential pricing for qualified academic customers
- License counting and payment
- Product updates included at no additional charge
- Renewable three (3) year agreement terms
- Price protection: Price increase is limited to not exceed 10% per year over the agreement term

Description of Program

As a qualified academic institution, you may simplify software management for your organization by purchasing through the ALA/SLA. The SLA is a licensing vehicle for primary academic institutions (K-12) and the ALA is for the higher educational institutes like colleges, universities and teaching hospitals.

Eligibility to purchase under these programs or to receive academic pricing is limited to qualified educational institutions. Proof of status may be required upon execution of any licensing agreement. See <https://www.opentext.com/about/licensing-academic-qualify> for eligibility details.

License Counting Options

You decide which counting method works best for your organization.

FOR THE SLA PROGRAM:

- License fee is based on either the student enrollment number or the number of workstations.
- In addition to Customer's students for whom the SLA license fee has been paid, Customer's faculty, staff, admin personnel and students' parents are entitled to use the software for school- related purposes.

FOR THE ALA PROGRAM:

- License fee is based on either the number of FTE (Full Time Equivalent) faculty, staff, student and admin personnel or the number of workstations.
- In addition to the FTE numbers for whom the ALA license fee has been paid, students' parents and alumni are also entitled to use the software for academic purposes.
- The number of Customer's FTE is calculated as the sum of the following:
 - Faculty and Staff FTEs. For the prior academic year, the number of full-time faculty and staff plus the total number of hours worked by part-time faculty and staff in an average work week divided by 40.

- Student FTEs. For the prior academic year, the number of full-time students plus the total number of part-time student credit hours divided by the number of credit hours that Customer uses to identify full-time status.

Licensing Model

Under the ALA and SLA programs, subscription licenses are available. You can use the software as long your subscription is current. If perpetual software licenses are needed, you can purchase them through the ASO transactions by including the required order information with your annual fee payment. You have control of the products you purchase throughout your organization. To determine your annual fee, simply use the pricing and product information on the ALA/SLA Annual Fee Worksheet located online at www.microfocus.com/en-us/legal/licensing#tab3. Once you pay the fee, you have completed your licensing of your selected OpenText™ products for the year.

Licenses are governed by the applicable OpenText™ End User License Agreement including applicable Additional License Authorizations found at <https://www.opentext.com/about/legal/software-licensing>.

Order Fulfillment

You may order the eligible OpenText software and services directly from us or through qualified fulfillment agents. To find a qualified partner in your area, please utilize our Partner Locator located at:

<https://www.opentext.com/partners/find-an-opentext-partner>

Support for Subscription Licenses

The software you license through the ALA/SLA program automatically gives you access to the OpenText software updates (new versions and patches) made available by OpenText as part of software support during the subscription term. This benefit simplifies budget planning. If you need technical support for your products, OpenText offers incident support packs you can order on the ALA/SLA Annual Fee Worksheet.

Installation

Once you have enrolled in the ALA/SLA and submitted your Annual Fee Worksheet, you may download the software you need through the Download Portal located at: <https://sld.microfocus.com>.

You may install the software throughout the organization as needed.

Additional Support, Training and Consulting Services

Details on OpenText's support offerings can be found at <https://www.opentext.com/support>. Pricing for add-on services is available on the ALA/SLA Annual Fee Worksheet or through a qualified sales fulfillment agent.

The OpenText product portfolio contains a variety of products for use in data center environments and for end-users. Customers should periodically review the Product Support Lifecycle page for information concerning lifecycle support policies at: <https://www.microfocus.com/productlifecycle/>.

For any services provided under the ALA/SLA programs through a statement of work, or in the absence of a separately signed consulting or services agreement, OpenText's then-current professional services terms shall apply to the services, and are considered part of this Program Guide—refer to

<https://www.opentext.com/about/legal/professional-services-terms>.

Enroll or Renew

New customers must submit a signed copy of the contract and an Annual Fee Worksheet in their first year of enrollment. Existing customers should submit a completed Annual Fee Worksheet reflecting the certified quantities

required from the previous academic year numbers each year on the annual renewal. When placing an order either directly or via a partner the customer must specify on the purchase order the numbers for their previous academic year and detail the reference source used for these figures. A fee may be charged on late submission.

At the end of each 3-year term, ALA/SLA agreement will be automatically renewed for additional three-year terms unless either party gives written notice at least 90 days prior to the end of the term.

Contact us for contract forms and program documentation at <https://www.opentext.com/resources/industry-education#academic-license>

MLA-ACA Program

Program Benefits & Requirements

Program benefits and requirements in the MLA-ACA program include:

- Discounts rewarding high volume purchase commitment
- Price protection: Price increase is limited to not exceed 10% per year over the agreement term
- Choices of licensing options based on the product concerned
- A range of OpenText products are available for MLA-ACA
- Various license counting options including FTES (Full Time Equivalent Staffs)
- Maintenance includes online self-service support, software updates and technical support
- Contracting renewable 2 or 3 year MLA agreement terms
- Minimum annual spend of USD \$100,000 net
- Customer affiliates, meaning any entity controlled by, controlling, or under common control with customer ("Affiliates"), can enjoy the same benefits by signing a Membership Form and maintaining minimum annual spend of USD \$10,000 net per affiliate or independent department that signs a Membership Form.

Description of Program

Our MLA (Master License Agreement) program is designed for large enterprise organizations who desire greater benefits based on long-term high volume purchasing commitments. We offer the same MLA program to all qualifying academic organizations such as K12 schools, school districts, colleges, universities, educational public facilities (such as non-profit museums and libraries), and educational hospitals accredited, recognized or approved by local, state, federal, or provincial governments, but with special pricing more favorable for academic customers ("MLA for Academic" or "MLA-ACA").

MLA-ACA program offers a range of OpenText products and allows the leverage of all the participating customer entities' purchase volume to reach higher discount eligibility. Qualified academic institutions participate in this program through signature of the MLA contract and any MLA-ACA contract addendum and enjoy the same program discounts and support benefits across the academic institution and affiliated organizations during the contract term.

Licensing Model

Under the MLA-ACA program, you can choose perpetual or subscription licenses depending on the product concerned. We sell perpetual licenses with first-year Support, which includes product updates and technical support.

At the end of the first year, you can purchase renewal Support for perpetual licenses. Subscription licenses include Support during your subscription term and offer simplified budget planning, consistent annual payments and lower initial software-adoption costs.

Licenses are governed by the applicable OpenText™ End User License Agreement (EULA) including applicable Additional License Authorizations found at <https://www.opentext.com/about/legal/software-licensing>

License Counting Options

You decide which counting method works best for your organization among the available Units of Measure (UoM) offered on each product EULA. For selected products, the “per FTES” option may be used as a licensing UOM. “FTES” means full time equivalent staff and counts the reported number of staff, faculty and administration of the organization in the previous academic year. A full license is required for each and every FTES (regardless of role and degree of anticipated use). FTES licenses grant an entitlement to other user classes such as students, parents and alumni without additional charge. FTES counts are calculated as follows: (Number of every full-time faculty & staff members) + ((Number of every part time faculty & staff members) divided by two)). To purchase FTES licenses, you must provide a public verification mechanism of your FTES count as required by OpenText.

Student workers are not included in our FTES calculation even if student workers are treated as formal part-time staff in certain countries by their government regulations.

MLA-ACA Program Discount

You must spend a minimum annual total of US \$100,000 net on the OpenText products eligible for this program. A discount level is determined for each of the purchased OpenText product lines based on your annual purchase commitment of each product line. We apply the aggregate amount you and your Affiliates spend annually on an MLA-ACA agreement or addendum with the applicable OpenText product line toward your annual spend requirement. At any time, you may request that we review your annual purchase history. If your purchases qualify, we will assign you a new discount level. At the end of initial term or each of the renewals of the agreement, we may adjust the applicable discount level based on your purchase volume. Information on your eligible discounts can be requested from your Sales Representative.

For the MLA program details, refer to the MLA Program Guide at: <https://www.opentext.com/agreements>

ASO (Academic Single Order) Transaction

ASO transactions provide a way to purchase OpenText solutions as you need without the long-term commitment or spend levels required by signing the ALA, SLA or MLA-ACA contract with us. No minimum purchase and no signed contracts are required, but as a qualifying academic customer, you can still take advantage of special discounts through the ASO transactions when you need our products and services to design, build and support your academic IT environment.

Transactional Benefits & Requirements

Program benefits and requirements that you will find in ASO Transactions include:

- No minimum purchase commitment & no signed contract
- Range of OpenText products
- Choice between perpetual or subscription licenses

- Special pricing offered to academic customers with a commitment not to increase prices more than 10% per year.
- Various license counting options including FTES (Full Time Equivalent Staff)
- Perpetual licenses must be purchased with first-year Support; afterwards renewing your support is optional, although highly recommended.

Buying Options

ASO transactions are intended for use with qualified, non-profit education institutions that may include primary schools (K-12), colleges, universities, and teaching hospitals, etc. As a qualified academic customer, you may purchase perpetual licenses or subscription licenses of the eligible products from the OpenText price lists.

Many of our products are available for ASO transactions through our authorized resellers, —no notification or forms required. You may purchase directly from us or through an authorized reseller. ASO pricing is typically based on the current published pricing reduced by our academic discounts, but final pricing is determined by your authorized reseller unless you purchase directly from us.

To verify your eligibility as an academic institution, see the qualification criteria at:
www.microfocus.com/licensing/academic/qualify.html.

Licensing Model

For most products, you have the flexibility to choose perpetual or subscription licenses. We sell perpetual licenses with first-year Support, which includes software updates (new versions and patches) and technical support. At the end of the first year, renewing your Support is optional, although highly recommended. Subscription licenses are software leases: You can use

the software as long your subscription is current. ASO subscription licenses include support during the subscription term and offer simplified budget planning, consistent annual payments and lower initial software-adoption costs. Licenses you purchase for a 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. It is important to remember that you cannot reduce the number of licenses under maintenance in the second and subsequent years and continue to use the number of licenses purchased in year one, i.e., some with maintenance and some without.

Licenses are governed by the applicable OpenText End User License Agreement (EULA) including applicable Additional License Authorizations found at <https://www.opentext.com/about/legal/software-licensing>.

License Counting Options

You decide which counting method works best for your organization among the available Unit of Measure (UoM) offered on each product EULA. For selected products, “per FTES” option may be used as a licensing UoM. “FTES” means full time equivalent staff and counts the reported number of staff, faculty and administration of the organization in the previous academic year. A full license is required for each and every FTES (regardless of role and degree of anticipated use). FTES licenses grant an entitlement to other user classes such as students, parents and alumni without additional charge. FTES counts are calculated as follows: (Number of every full-time faculty & staff members) + ((Number of every part time faculty & staff members) divided by two)). Student workers are not included in our FTES calculation even if student workers are treated as formal part-time staff in certain countries by their government regulations. To purchase FTES licenses, you must provide a public verification mechanism of your FTES count as required by OpenText.

Support

With Support, you receive software updates and technical support.

Software Updates

Our software maintenance program provides you with access to new software updates. You can obtain the latest updates for access to the latest features and functionality. See details of the software maintenance program at <https://www.opentext.com/agreements>

Technical Support

Software maintenance and support provides you with access to technical support. With software maintenance and support coverage in place, you may also choose to purchase any of our optional enterprise-level services, such as account management, project support, dedicated support resources and more.

Governing Terms for ASO Transactions

All OpenText products are subject to the OpenText EULA terms, and your use of the products acknowledges your acceptance of the terms. We require no special forms. Just include the correct part numbers, pricing and customer information with your purchase order—with the following information:

- Company name
- Contact information
- Billing address
- Support or Subscription dates
- Value-added tax (VAT) number (where applicable)
- Tax exemption certificate if applicable
- Any other information your authorized reseller requires to process the order

With your first order, you will receive a customer number, which should accompany all future orders as this will then ensure that all of your purchases are grouped together in the same Customer Account in the Software and License Download Portal <https://sld.microfocus.com>. Your authorized reseller will also receive this number and must use it to place your order with a distributor. You can share this number with affiliated business locations or divisions worldwide to manage all license purchases under one customer number. Alternatively, each affiliated business location or division may choose to establish its own customer number and thus provide more granular access to the purchased software.

Licenses, Support and other ASO purchases are not refundable except as may be expressly stated otherwise in any of our written notifications.

Fulfilling Your Order

When you place an order with your partner, the partner will transmit the order to us. We fulfill the order directly. Software downloads and license activation are facilitated through the [Software Licenses and Downloads portal](https://sld.microfocus.com) at <https://sld.microfocus.com>. Please use the Original Order Number to access your products in SLD. If you received a separate electronic delivery receipt email, please use the link included in that Email to directly access your products. The Fulfilment Download contact on the electronic delivery receipt Email is automatically set as the administrator of the order. Although the software itself may not restrict additional installations, you may install it only up to the

number of licenses you legally own. Please keep in mind that if you install or use licenses before you purchase them, you must purchase these licenses within 30 days.

Renewing or Canceling ASO Support and Subscription Licenses

You can manage your software purchased through an ASO transaction with renewal purchases that are linked to the anniversary month of your license. Your anniversary month is the month during which you purchased your initial ASO perpetual or subscription license, and first-year software maintenance support.

To ensure you don't experience unintentional lapses in coverage, subscription licenses and software maintenance support will automatically renew unless you notify us 90 days prior to your renewal date. Further details are available in the support terms at <https://www.opentext.com/agreements>.

Detailed Purchasing Requirements

PERPETUAL LICENSES

When you purchase perpetual licenses through an ASO transaction, you are required to purchase software maintenance for all of the product licenses you own. This includes perpetual licenses you previously acquired from us which are in active use. After your initial purchase of perpetual licenses plus first-year software maintenance, renewing your Support is optional, although highly recommended. We assess back maintenance on licenses of which support contract lapsed or was cancelled when you wish to reinstate your support.

SUBSCRIPTION LICENSES

We provide software subscription licenses as alternatives to most existing perpetual license offerings for our 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 software maintenance. Subscription license part numbers are only available in one-year subscriptions. If you want to purchase subscription licenses for multiple years upfront, you may add one-year part numbers to the order until you reach the total number of years you want to purchase.

You may move from subscription licenses to perpetual licenses at any time simply by paying full perpetual licensing fees. Your subscription license usage rights expire at the end of the applicable subscription period if you do not renew the subscription. 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 or Sustaining phase of the Product Support Lifecycle. Technical support and defect support beyond the Current Maintenance phase may be available with Extended Support for an additional fee. 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 through the ASO transactions are licensed for prior versions, so you can purchase or subscribe to current product licenses or subscriptions without having to redeploy your in-stalled 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 support terms or authorized by OpenText in writing, at no point may a previous version and updated version be simultaneously installed under the same license.

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:

- 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.
- 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 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 because we will not always have media for previous versions available for new previous-versions.

PURCHASING LICENSES AND SUPPORT FOR YOUR ENTIRE INSTALL BASE

To receive technical support benefits for any product, you must have software maintenance for your entire product install base. For example, suppose you purchase 500 Product A licenses plus Support, and you already own 200 existing Product A licenses without Support coverage. To receive technical support benefits for Product A—and update entitlement for the entire 700-license install base—you will need to purchase Support for the new 500 licenses plus the existing 200 licenses.

If you do not have Support for a product, you may make incremental purchases of the product without covering the full install base under Support, but you will no longer have access to technical support for any instance of this product. Furthermore, your version update benefits will be limited to licenses with Support coverage. You must subscribe to or purchase Support for your product from the day you copy, install or use the product. 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.

SUPPORT COVERAGE DATES AND RENEWALS

We sell Support in yearly increments. We calculate the term from the first day of the following month through the purchased period. For example, for support that you purchase on January 15, your billing term will begin on February 1 and expire on January 31 of the following year. While your term begins on the first of the following month, you are entitled to receive coverage and benefits from the date of your support/subscription purchase in the prior month. If you need to access technical support prior to your term start date on the first of the following month, please contact your Sales representative who will be able to help you arrange this.

Many customers experience incremental growth, requiring them to make multiple new license-plus-Support purchases throughout the year. You may therefore have multiple renewals each year. We will send renewal notices prior to the expiration of each coverage period. You may also be able to consolidate your renewals to a single renewal date.

ADDITIONAL SUPPORT, TRAINING AND CONSULTING SERVICES

We provide a number of enterprise-level support offerings, including service account management and dedicated support resources. We also provide direct consulting services to help you implement enterprise solutions, and our certification and training offerings can help you to meet the complexities of managing your solutions.

Appendix

Working with a Reseller

To find an authorized reseller in your area, use our Partner Locator:

<https://www.opentext.com/partners/find-an-opentext-partner>.

Notifications for Software Updates

You can subscribe to receive notifications of software updates in the Customer Support Portal. Visit

www.microfocus.com/support-and-services/ for links to useful resources, discussion forums, available updates and more.

Due Dates and Cancellation Notification

Purchase orders for Support and software license subscription renewals are due five days before your Support annual period renewal date. If your reseller doesn't receive your purchase order or renewal notice by the due date, we will add an order-administration fee of up to 10 percent of the renewal order value. Cancellation notifications are due 90 days before your renewal date.

Product Support Lifecycle

You should periodically review the product support lifecycle information for your products. You can find this information at: <https://www.microfocus.com/productlifecycle/>

VLA for Education

Academic Single Order (ASO) Transactions are a replacement for the legacy VLA for Education Program.

Customers currently purchasing under the VLA for Education licensing will be able to transfer to ASO at the time of their renewal.

Community Support and Services

OpenText supports the Technology Transfer Partners Community (TTP). This is a closed community of technical implementors from the academic community around the world who work in central computing services of academic institutions. Membership of the group is free of charge and can add huge value to your relationship with OpenText.

Please refer to the website www.thettp.org for more information, to explore the resources and to join up.

Learn more at

<https://www.opentext.com/resources/industry-education#academic-license>

About OpenText

OpenText enables the digital world, creating a better way for organizations to work with information, on-premises or in the cloud. For more information about OpenText (NASDAQ/TSX: OTEX), visit opentext.com.

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