

These Learning Services Terms (“**Terms**”) describe the terms and conditions under which OpenText shall supply and Customer may receive certain Learning Services for OpenText products and services.

1. Definitions

“**Access Code**” means the code or log-in details or access permissions or URL provided to Customer or Student that enables access to Learning Services.

“**Agreement**” means the TD, along with these Terms, and any other documents or terms incorporated by reference pursuant to the TD.

“**Business Days**” means standard local business days of the applicable OpenText entity, excluding bank and local public holidays.

“**Curriculum**” means the overall course content, including the instructional materials, resources, Hands-On Labs, and sequence of the Learning Services.

“**Customer**” means the purchaser of Learning Services from OpenText.

“**Effective Date**” means the earlier of: (i) the date of the last signature of the applicable TD; or (ii) the date of online acceptance of the applicable TD by Customer.

“**Flexible Credits**” is a pre-paid funds program available from OpenText that can be used to enroll in and consume Learning Services as specified in the applicable terms. Flexible Credits are purchased as a “Support” offering and separate terms apply.

“**Learning Credits**” is a pre-paid funds program available from OpenText that can be used to enroll in and consume Learning Services as specified in the applicable terms. See Exhibit A for additional details and terms which apply.

“**Learning Services**” may be presented in different formats and may include the following offerings where purchased by a Customer (including where payment will be made via Learning Credits or Flexible Credits):

- “**Certifications/Accreditations**” are official records that certify that a Student has received specific Learning Services, attended a training or has passed an exam, test or series of tests (including those accessed through the OpenText Learning Platform).
- “**Digital Learning**” is training or other learning services delivered and/or attended online, including self-study, web-based training and examination-related services. Digital Learning is provided for a named individual Student for the period and/or scope identified within the course description or order process. The assigned Student cannot be changed after the course has been accessed. See Exhibit B for additional details and terms which apply.
- “**Hands-On Labs**” may be provided to Students as part of ILT, self-paced Learning Services, or as part of a Learning Subscription. Hands-On Labs are for authorized training purposes only and for access by the enrolled Student only. Hands-On Labs are not for production usage or for any purpose beyond training of the Student. Customer and the Student shall not export any data or system configuration from any Hands-On Lab.
- “**ILT**” is Instructor-Led Training, which, depending on what has been purchased by Customer, can be a scheduled public class, or a class dedicated to (private for) the specific Customer and may be delivered remotely or on-site.
- “**Learning Subscription(s)**” – unless specified otherwise in a Transaction Document, a Learning Subscription provides one year of access to self-paced learning from the date the login is provided and relates to one named individual Student who cannot be changed after the account has been accessed. Depending on the scope of the Learning Subscription purchased by Customer, the Learning Subscription may enable access to Digital Learning, ILT and/or Certifications/Accreditations. Learning Subscription entitlements are outlined in the respective Learning Subscription description: <https://www.opentext.com/learning-services/subscriptions>.

“**OpenText**” or “**our**” means the applicable OpenText entity authorized to sell Learning Services to Customer. Micro Focus is now part of the OpenText group of companies.

“**OpenText Learning Platform**” is an online learning platform which allows Students to access Learning Services. See Exhibit B for additional details and terms which apply.

“**Student**” means Customer’s individual human employee, temporary personnel, flex-force and other individual employed or contracted by Customer who is authorized by Customer to consume Learning Services purchased by Customer in accordance with all applicable terms.

“**TD**” or “**Transaction Document**” means a document for the provision of the Learning Services which: (i) is agreed upon by the parties; (ii) may be titled “Agreement”, “Quotation”, “Order”, “Order Form”, “Services Order Form”, “Statement of Work”, electronic cart or basket check-out confirmation or acceptance, or comparable title or document, whether in physical or electronic form; (iii) may include other documents or terms which are incorporated by reference by the applicable TD and/or which have been accepted by Customer in the buying process; and (iv) incorporates these Terms, including incorporation by reference to a URL on the internet.

2. Enrollment and Commencement

Registration by Customer for Learning Services is not final until OpenText provides Customer with a confirmation notice or grants access to the relevant Learning Services. Learning Services are subject to payment by Customer and compliance by Customer and its Students with the Agreement.

Unless otherwise specified or agreed in writing by OpenText, delivery of Learning Services commences on the date and in the time zone specified by OpenText in the confirmation notice or upon delivery of Access Codes (if earlier and applicable to the Learning Services purchased). Virtual courses may be offered from a variety of different time zones, and Customer is solely responsible for its selection of Learning Services.

3. Payment

Pricing, Payment Terms and Invoicing

Unless otherwise set forth in the applicable TD, OpenText may invoice Customer upon receipt of a TD for fees, expenses incurred, applicable taxes, and other fees and charges under the applicable TD. Customer agrees to pay all invoiced amounts within thirty days of OpenText’s invoice date. OpenText may suspend or cancel performance of any Learning Services or any related services if Customer fails to make payments when due. OpenText reserves the right to change the price of Learning Services (for example, the quantity of Learning Credits or Flexible Credits required to register for Learning Services). Any such change will not affect the Learning Services for which Customer has already registered. OpenText may charge separately for reasonable out-of-pocket expenses, such as travel expenses incurred in providing on-site Learning Services. All prices, fees and charges are exclusive of all applicable federal, state, national, provincial and local taxes including, without limitation, sales, use, consumption, goods and services, value-added, excise, and similar taxes, and all such taxes shall be assumed and paid by Customer, excluding taxes on OT’s net income. In the event that OpenText determines that any such taxes are subject to withholding requirements, OpenText may bill Customer for such taxes, and Customer shall promptly pay the amount billed. If any such tax for which Customer is responsible hereunder is paid by OpenText, Customer agrees to promptly reimburse OpenText therefor.

Credit Cards

Customer may have the ability to purchase Learning Services using a credit card where such option is presented by OpenText.

Entitlement

When Customer purchases Learning Services, OpenText will send an Access Code to Customer. This will enable Customer to consume Learning Services.

4. Cancellation of Learning Services; Reallocation; Additional Service Terms

Cancellation by OpenText

OpenText will use reasonable efforts to give notice of cancellation of any Learning Services in which Customer is enrolled. OpenText reserves the right to cancel Learning Services for any reason, including failure to achieve a minimum required attendance. In addition, all Learning Services are subject to schedule changes. If Learning Credits or Flexible Credits were used to register for Learning Services cancelled by OpenText, the Learning Credits or Flexible Credits will be returned to Customer's account and the original Learning Credits or Flexible Credits expiration date will apply except that, if the cancellation by OpenText occurs less than 30 days prior to the original Learning Credits or Flexible Credits expiration date, OpenText will work with Customer to allow the Credits to be used on a mutually agreeable date towards payment for future Learning Services. If a credit card payment was used to register for ILT, OpenText will work with Customer to allow the payment to be applied on a mutually agreeable date towards future Learning Services or, at Customer's request, refunded. However, credit card payments made to register for self-paced Learning Services (Certifications/Accreditations, Digital Learning, Learning Subscriptions etc.) are not refundable.

Cancellation by Customer

Transaction Documents placed for Learning Services may not be cancelled by Customer, however attendance of Students at specific Learning Service courses may be cancelled or rescheduled by Customer in accordance with this Section. There shall be no refund of the applicable fee if: (i) Customer cancels or reschedules less than 10 Business Days prior to the start of the scheduled Learning Services, or (ii) Students fail to attend the registered class for any reason ("no-shows"). Cancellations with less than 10 Business Days' notice will be deducted from the credit balance in full. If Customer cancels or reschedules 10 or more Business Days in advance of the scheduled training, the applicable Learning Credits or Flexible Credits will be returned to Customer's account (subject to the applicable Learning Credits or Flexible Credits expiration date).

Learning Services may not be cancelled once the relevant Access Code has been delivered. Multi-year Learning Subscriptions are commitments for the full term and are not cancellable or refundable even if not all payment is collected in advance. Credit card payments made to register for self-paced Learning Services (Certifications/Accreditations, Digital Learning, Learning Subscriptions etc.) are not refundable. All cancellation/rescheduling notices must be in writing. If applicable, Customer agrees to pay all non-refundable expenses incurred by OpenText, including, but not limited to, airfare.

Learning Services Entitlement Reallocation

OpenText, at its sole discretion, may allow Student entitlement reallocations in some situations. These situations may include, but are not limited to:

- Student changes which are made by notifying OpenText in writing at least 5 Business Days before delivery of an instructor-led class
- Where a specific named Student leaves Customer's employment before or during the relevant duration, Customer may reassign the unexpired entitlement of non-commenced courses to another Student for the remaining duration by promptly notifying OpenText.

OpenText may charge an entitlement reallocation fee that will be communicated to Customer prior to the reallocation.

Certificates of Completion

Where completion of specific Learning Services is dependent upon attendance in an instructor-led class, only those Students enrolled from the start date through and including the completion date will be eligible to receive a Certificate of Completion. Students who attended a portion of the total classes may be issued a certificate indicating the number of hours completed. For self-paced or other Learning Services that do not require class attendance, completion criteria will be provided, and certificates of completion may be issued to those Students who successfully fulfill all completion criteria.

Digital Badges

Digital badges for completion of Learning Services are provided by Credly, Inc. ("**Credly**"), a third party digital credentialing service provider. Customer acknowledges that personal information of Students will be shared with Credly in order for Students to receive digital badges. Personal information will include name, email address and Learning Services achievements. Credly provides the ability to remove data from its system. Credly's use of personal information shall be subject to Credly's privacy policy from time to time: <https://www.credly.com/privacy>. Other applicable terms may be presented by Credly to Customer or Students, which are Customer's responsibility.

Certification Exams

Certification exams may be hosted and operated on behalf of OpenText by pValue Inc. doing business as Certiverse ("**Certiverse**"), a third party examination service provider. Customer acknowledges that personal information of Students will be shared between OpenText and/or collected by Certiverse in order for Students to take certain examinations. Personal information may include name, email address, country, contact details, photograph or video of form of identification and participation in examinations, and Learning Services achievements (including results, status and other information relating to enrolment in and performance of the relevant examinations). Information on OpenText Certification Exams and additional details are available here: <https://www.opentext.com/certification>. See Exhibit B for additional details and terms which apply.

Additional Services

From time to time, depending on the Learning Services requested by Customer and the Learning Services offered by OpenText, other applicable terms may be presented by OpenText and/or third party service providers to Customer or Students, which are Customer's responsibility.

5. Termination of Agreement

Either party may terminate the Agreement on written notice if the other fails to meet any material obligation and fails to remedy the breach within 30 days after being notified in writing of the details. OpenText shall not be obliged to deliver any Learning Services after such termination. OpenText may immediately invoice and Customer shall immediately pay all fees, expenses and applicable taxes owed under the terminated TD. Upon written request, each party shall destroy or promptly return to the other party the other party's Confidential Information following termination of the Agreement.

If a party becomes insolvent, unable to pay debts when due, files for, or is subject to, bankruptcy or receivership or asset assignment, the other party may terminate the Agreement and cancel any unfulfilled obligations.

Any part of the Agreement which by its nature extends beyond termination or expiration of the Agreement will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns.

6. Usage of Learning Services

Named Student

All Learning Services are provided on a single named Student basis. At the time of enrollment, Customer must provide OpenText with the name of each Student and/or manage and record its allocation of Access Codes to individual Students in accordance with all applicable terms

and system requirements. OpenText may issue a Certificate of Completion only to correctly registered Students who have successfully completed the requirements of the Curriculum for the applicable Learning Services.

Personal Data

OpenText will collect and use business contact information (for example, name, business phone, email address and office address) of Customer and other personal information relating to Students as a data controller for the purpose of administering the business relationship with Customer and providing the Learning Services to the Student. Such personal information shall be processed by OpenText, its affiliates and third party service providers in accordance with OpenText's privacy policy which can be found on the OpenText website at <https://www.opentext.com/about/privacy>. Students may be presented with additional privacy information at the point of registration, enrollment and/or access to Learning Services.

Internal Training Purposes Only

Customer and its Students may use Learning Services for lawful internal training purposes of Customer only. Curriculum may only be used by the enrolled Student.

Digital Learning

Digital Learning, including Learning Subscriptions, Certifications/Accreditations and examination services including Certification Exams, are hosted on or made available through the OpenText Learning Platform, and are subject to the additional terms at Exhibit B. Access Codes will be valid only for the duration of the relevant Learning Services ("Authorized Duration"). The Authorized Duration of specific Learning Services is separate and distinct from the validity and expiration of any applicable Learning Credits or Flexible Credits.

Acceptance

Acceptance of instructor-led Learning Services will be deemed to have occurred upon OpenText's completion of delivery. For the avoidance of doubt, completion of delivery applies to each delivered element of Learning Services. Notwithstanding the foregoing, for Learning Services which require an Access Code, acceptance will be deemed to have occurred upon delivery of such Access Code.

Instructional Materials

Student instructional materials will be provided in digital format where available. Should the Student require printed (hard copy) materials, Customer shall provide at least 10 Business Days' notice. These materials may be subject to additional charges, will be covered under a separate agreement, and may not be available (or fully available) for Digital Learning or other Learning Services.

Compliance

It is Customer's responsibility to ensure that the correct Learning Services have been purchased in advance for each Student in accordance with these Terms and the TD. In the event of any non-compliance (including but not limited to any password-sharing, multiplexing or other unauthorized methods through which the correct value of Learning Services has not been purchased), without prejudice to OpenText's other rights, Customer will be deemed to have acquired additional Learning Services at OT's then-current list price to bring Customer into compliance, and Customer must immediately pay all applicable fees and taxes as OT may determine.

7. Intellectual Property, Confidentiality and Limitations on Use

Intellectual Property Rights

No rights in copyright, patents, trademarks, trade secrets, or other intellectual property are assigned or granted by OpenText except as expressly provided herein.

Confidentiality

"**Confidential Information**" means any information disclosed by one party ("**Disclosing Party**") to the other party ("**Receiving Party**") which: (i) is marked as proprietary and/or confidential by Disclosing Party; or (ii) Receiving Party should reasonably understand to be confidential. Confidential Information does not include information that: (i) is or becomes a part of the public domain through no act or omission of Receiving Party; (ii) was in Receiving Party's lawful possession without confidentiality obligation prior to disclosure by the Disclosing Party; (iii) is lawfully disclosed to Receiving Party by a third party without restriction on disclosure; or (iv) is independently developed by Receiving Party or its employees or agents without use of Disclosing Party's Confidential Information. Each Disclosing Party may disclose to the Receiving Party Confidential Information pursuant to the Agreement. Each Receiving Party agrees, for the Agreement Term and for three (3) years thereafter, to hold Disclosing Party's Confidential Information in strict confidence, not disclose such Confidential Information to third parties (other than to affiliates and to professional advisers who are bound by appropriate written obligations of confidentiality) unless authorized to do so by Disclosing Party, and not to use such Confidential Information for any purpose except as expressly permitted hereunder. Each Receiving Party agrees to take reasonable steps to protect Disclosing Party's Confidential Information from being disclosed, distributed or used in violation of the provisions of this Section.

Curriculum

All Curriculum provided by OpenText is the proprietary intellectual property of OpenText or a third party who has licensed the use of the Curriculum to OpenText. The Curriculum is provided for the sole use of the Student accessing the Learning Services and may not be used by any other person. The Curriculum may not be reproduced, recorded, repurposed, distributed or modified without the prior written permission of OpenText. Video recording, screen capture and similar actions are not permitted by Customer, Student, or their personnel.

Limited Infringement Defense

OpenText will defend and/or settle (at OpenText's sole option) any claims made against Customer by a third party that allege that Learning Services supplied under these Terms infringe the intellectual property rights of the third party in the applicable jurisdiction. OpenText requires Customer's prompt notification of the claim and cooperation with OpenText's defense. At OpenText's sole option, OpenText may modify the product or service so as to be non-infringing and materially equivalent, may procure a license, or may refund to Customer the amount paid for the Learning Services. OpenText is not responsible for claims resulting from any unauthorized use of Learning Services.

8. Limited Warranty and Disclaimer

OpenText warrants that all Learning Services will be provided using reasonable skill and care consistent with generally accepted computer software industry practices. In order to receive warranty remedies under the above warranty, warranty claims must be reported by Customer to OpenText in writing within 30 days of the delivery of the related Learning Services. Any modification of the Learning Services not authorized by OpenText will cause immediate termination of the above warranty with respect to the modified Learning Services. Other than as expressly set forth herein, OpenText Learning Services are provided "AS IS" without warranty of any kind (including, without limitation, without warranty as to the suitability or quality or availability of the Learning Services) and OpenText expressly disclaims all liability for anything done or omitted in reliance upon the Learning Services. Customer has sole responsibility for fulfilling any requirements or accomplishing any objectives for which Customer purchased any Learning Services. All implied or statutory terms, conditions, representations, and warranties (including without limitation all terms, conditions, representations and warranties regarding merchantability, quality or fitness for a particular purpose, title or non-infringement, or that may arise out of course of dealing, usage or trade practice) are expressly disclaimed and excluded to the extent allowed by applicable law.

9. Liability and Claims

Liability

9.1 *Exclusion.* Subject to Sections 9.3 and 9.4, neither OpenText nor its affiliates will be liable for: (i) indirect, incidental, special, consequential, aggravated, exemplary, or punitive damages; or (ii) damages, compensation or reimbursement for lost sales, lost revenue, lost profits, loss

of anticipated savings, downtime costs, lost or corrupted data, cost of substitute services or products or facilities, re-procurement amounts, or due to force majeure. 9.2 **Limitation.** Subject to Sections 9.1, 9.3 and 9.4, the maximum collective liability of OpenText and its affiliates: 9.2.1 for all claims in the aggregate arising from or relating to the Agreement or the Learning Services during or in relation to an individual Contract Year, is limited to the total fees and charges paid by Customer for the Learning Services for the applicable Contract Year; and 9.2.2 for all claims in the aggregate arising from or relating to the Agreement or the Learning Services during or in relation to an Agreement term that is longer than two (2) Contract Years, is limited to an amount equal to the sum of the total fees and charges paid by Customer for the Learning Services in the first two (2) Contract Years, with such amount being inclusive of and not in addition to the total liability determined under Section 9.2.1. 9.3 **Exceptions.** Nothing in the Agreement or the Learning Services shall exclude or limit liability for: (i) death or personal injury caused by negligence; (ii) fraud; or (iii) any other liability that cannot be excluded by applicable law. 9.4 **Disclaimer.** The limitations and exclusions in the Agreement apply in regard to any and all claims arising out of or relating to the Agreement or the Learning Services, in tort, equity, at law, strict product liability, or otherwise, including claims of negligence, breach of contract or warranty, regardless of the form of action, or whether any such claim relates to acts or omissions of the party claimed against or any other person or entity (including, without limitation, such party's subcontractors), and even if: (i) a party is advised of the possibility of such damages or claims; (ii) such damages or claims were foreseeable; or (iii) a party's remedies fail in their essential purpose. The remedies specified in the Agreement are exclusive. 9.5 For the purposes of this Section 9, "**Contract Year**" means each 12 month period during the term of the Agreement, the first commencing on the Effective Date, and each subsequent 12 month period which begins on each anniversary of the Effective Date.

Claims

In no event will any cause of action be brought against OpenText more than two years after the event giving rise to the cause of action has occurred.

10. General Terms

Private Instructor-led Classes

When OpenText delivers private classes, the following conditions apply:

- Training days to be scheduled as consecutive Business Days unless otherwise agreed.
- OpenText will provide an online Hands-On Lab environment to Students for the training days (as applicable).
- OpenText will provide access to relevant Curriculum to Students for personal use (as applicable)
- For any private, on-site classes, a training facility must be provided by Customer which conforms to OpenText's training facility requirements: (i) for the instructor: digital projector or large digital TV, whiteboard or flipchart with markers, external network connection to connect their laptop, or an instructor laptop provided with an external network connection and compatible browser; and (ii) for the Students: computer workstations with connection to OpenText's online Hands-On Lab.

Language

Learning Services delivery and Curriculum shall be provided in English unless the parties mutually agree to support an alternative language (which may be subject to additional fees).

Learning Services Interruptions

Customer acknowledges and agrees that temporary interruptions of Learning Services delivered remotely, online or using remote resources may occur from time to time. OpenText shall exercise reasonable care to prevent or minimize such interruptions. OpenText shall not be liable to Customer for any failure or delay in receiving or transmitting data, or for any loss of or corruption to any data arising out of or in connection with delivering or conducting Learning Services.

Applicable Policies/Right to Refuse Service

Customer shall ensure that all Students abide by any policies or terms which relate to the Learning Services which are provided, including (but not limited to) those which relate to examination services or premises where training is delivered to Students (the "**Policies**"). OpenText may refuse admission (whether in person or electronically) to any individual or may ask such individual to leave if it determines, in the sole discretion of OpenText, that attendance or other involvement poses or could pose a safety, security, integrity, commercial or delivery risk or may cause disruption to the Learning Services and/or their proper delivery. Additionally, OpenText may require any person who does not accept or abide by the Policies to leave any relevant premises and/or may stop or refuse to provide Learning Services. Fees paid for Learning Services not provided or completed in these circumstances will be forfeited and Customer will not be entitled to any refund.

Force Majeure

OpenText will not be liable for performance delays or for non-performance due to causes beyond its reasonable control.

Assignment and Subcontracting

OpenText may employ its affiliates and third parties worldwide in the performance of the Learning Services, and OpenText shall remain primarily responsible to Customer in respect thereof. Customer may not assign or otherwise transfer any of its rights or obligations hereunder, in whole or in part, without the prior written consent of OpenText. Any assignment in breach of this Section is null and void. The Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

Export and Import

Customer which exports, re-exports or imports any data purchased or accessed hereunder, assumes sole responsibility for complying with applicable laws and regulations, and for obtaining required export and import authorizations. OpenText may suspend or terminate performance if Customer is in violation of applicable laws.

Governing Law and Venue

For Learning Services contracted by an OpenText legal entity in: (i) North or South America, the laws of the State of Delaware, U.S.A. shall apply (without reference to conflicts of law rules thereof) and the parties agree to the exclusive jurisdiction of the Federal or State courts located in the State of Delaware; (ii) Asia or the Pacific region (including Australia and New Zealand), the laws of Singapore shall apply (without reference to conflicts of law rules thereof) and the parties agree to the exclusive jurisdiction of the courts of Singapore. For all other Learning Services (including but not limited to Learning Services contracted by an OpenText legal entity in Europe, the Middle East and Africa), the laws of England and Wales shall apply (without reference to conflicts of law rules thereof) and the parties agree to the exclusive jurisdiction of the courts of England. Notwithstanding the foregoing, OpenText or its affiliates may bring a claim for payment or enforcement of intellectual property rights in a country where Customer is registered or operating. Customer and OpenText agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act or any version thereof will not apply. Each party waives any right it may have to object to such venue, including objections based on personal jurisdiction or forum non conveniens (inconvenient forum).

Severability

If any term or provision in the Agreement is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the Agreement will remain in full force and effect.

Customer Responsibilities

Customer will comply with the general obligations specified in the Agreement together with any written requirements provided to Customer and/or Student, such as technical tests to check suitability of a location or computer equipment to be used, in a timely manner. Customer acknowledges that OpenText's ability to deliver the Learning Services is dependent upon Customer's and Students' full and timely cooperation with OpenText, as well as the accuracy and completeness of any information and data Customer and Students provide to OpenText.

No Waiver

Neither party's failure to exercise any of its rights under the Agreement will constitute or be deemed a waiver or forfeiture of those rights.

Entire Agreement

The Agreement constitutes the entire agreement between OpenText and Customer and supersedes any previous communications, representations or agreements between the parties, whether oral or written, regarding the relevant transaction. Customer's additional or different terms and conditions will not apply. In the event of any conflict or inconsistency among the documents that constitute the Agreement, the documents will be interpreted in the following descending order of precedence: (i) the TD; (ii) other documents incorporated by reference by the applicable TD; and (iii) these Terms. It is expressly agreed that if Customer issues a purchase order or other document in connection with the Agreement, such document will be deemed to be for Customer's internal administrative convenience only, any provisions contained therein shall not amend or be used in interpreting the Agreement, and not providing a purchase order does not relieve Customer from the responsibility to make timely payments as set forth in the Agreement. The Agreement may not be changed except by an amendment signed by an authorized representative of each party. No term is intended to confer a benefit on, or to be enforceable by, any person or entity who is not a party hereto.

Exhibit A Learning Credits

1. Description. Learning Credits purchased by Customer provide pre-paid funds which Customer will use to consume Learning Services. Customer shall allocate the Learning Credits for Learning Services products listed in the [OpenText Learning Services Portfolio \(https://www.opentext.com/learning-services\)](https://www.opentext.com/learning-services) during the Learning Credits Period.

2. Expiration. Learning Credits are valid for 12 months from the purchase date ("**Learning Credits Period**"). At the end of the Learning Credit Period any unused Learning Credits expire. All Learning Services purchased utilizing Learning Credits must be delivered prior to the end of the Learning Credit Period.

3. Usage.

3.1 Learning Credits are redeemed as one (1) Learning Credit equal to (=) one (1) U.S. Dollar or such other unit of currency as is set out in the Transaction Document. Learning Credits value is applied to the list price of the Learning Services products at the time of redemption.

3.2 List prices for standard Learning Services products can be found at <https://www.opentext.com/trainingregistry/> by searching for specific products. Prices for private training or custom developed learning services products are to be mutually agreed upon by the parties in a Transaction Document prior to delivery. For any products that exceed the remaining Learning Credits balance, OpenText will issue Customer an invoice for the remaining cost.

3.3 Customer will designate a primary contact ("**Learning Credit Manager**") to approve usage of Learning Credits. OpenText provides the Learning Credit Manager with: (i) registration instructions to provide authorized Students to use Customer's Learning Credits, and (ii) quarterly email updates on the usage of and remaining balance of Learning Credits.

4. General terms.

4.1 When Learning Credits are redeemed for private training or custom developed learning services a Transaction Document will be issued that outlines additional project details, deliverables and costs.

4.2 When Learning Credits are redeemed for public or private classes the following conditions apply:

4.2.1 Training days to be scheduled as consecutive Business Days unless otherwise agreed.

4.2.2 OpenText will provide an online Hands-On Lab environment to students for the training days (as applicable).

4.2.3 OpenText will provide copyrighted course materials to training participants for personal use in digital format unless otherwise agreed.

4.2.4 OpenText public classes require a quorum of three (3) or more students in order to be delivered as scheduled.

4.3 Customer will pay OpenText for any reasonable and documented travel, lodging and meals ("**Travel Expenses**") directly associated with the performance of service under a Transaction Document – either with available Learning Credits or alternatively Customer will pay via a separate invoice issued by OpenText.

Exhibit B
Digital Learning Services – Additional Terms

These additional terms govern the use of and access to the OpenText Learning Platform and related Learning Services. Customer remains fully responsible for its, and its Students', compliance with all terms.

1. Registration

- 1.1 Each Student shall: (a) provide true, accurate, current and complete information as prompted by the registration form in the Learning Services ("**Registration Data**"); (b) maintain and promptly update the Registration Data to ensure the information is true, accurate, current and complete; (c) promptly, and without undue delay, inform OpenText of any confirmed or reasonably suspected unauthorized use of an account or any other breach of security; and (d) endeavour to exit from the account at the end of each work session. OpenText undertakes no obligation to verify the Registration Data provided by Students. If Student breaches Subsection (c) above, OpenText may suspend Student's account and refuse any and all current or future use of the Learning Services (or any part of them), until such condition is remedied to OpenText's reasonable satisfaction.

2. Password Confidentiality

- 2.1 Each Student shall be provided with an identification name and must choose a personal password when registering. Each Student is obligated to maintain the confidentiality of their password. Each Student shall be fully responsible for all activities that occur using their password. OpenText shall not be liable for any loss that any Student or Customer may incur as a result of someone else using a password that has been assigned to or obtained by Student, either with or without the knowledge of OpenText or Customer or applicable Student; nor shall OpenText be liable or responsible for any unauthorized access or misuse of the Learning Services by Customer or Student.

3. Use and Restrictions

- 3.1 Customer is fully responsible for all activities performed on, with or through each Customer and Student account.
- 3.2 No user subscription is to be used by more than one individual Student. Log-in details, accounts and training materials must not be shared or reallocated or resold by Customer or any Student. If any compliance verification procedures reveal that any password has been provided to any individual who is not an authorized Student, then, without prejudice to OpenText's other rights, OpenText may promptly disable such passwords and not issue any new passwords to any such individual.
- 3.3 No training materials provided or accessible through the Learning Services may be downloaded, printed, recorded, live-streamed, screen-captured, presented to more than the subscribing Student or otherwise redistributed, reproduced, repurposed or modified without the express prior written permission of OpenText or where the functionality of the Learning Services allow an individual Student to access materials in a specific way for such individual Student's use.
- 3.4 As between OpenText and the Student and Customer, OpenText owns all right, title, and interest, including all related intellectual property rights in and to (i) the Learning Services, (ii) documentation and materials made available within the Learning Services, (iii) software utilized and/or made available through the Learning Services, and (iv) any suggestions, ideas, requests, feedback, recommendations or other information provided by Student or Customer or any other party relating to the foregoing, and OpenText reserves all rights to use, modify, and allow others to use such materials.
- 3.5 By using the Learning Services (including but not limited to the "Coach and Share" option and participation in examination services), Student and Customer understand and agree that some information may be visible to other users (including other Students and exam supervisors). It is Student and Customer's responsibility to ensure that each does not post or discuss any confidential or sensitive information (including such information relating to Customer) when using the Learning Services (for example, questions to subject matter experts, information entered into hands-on lab environments or exam answers, reviews of courses, or course feedback surveys).
- 3.6 Student must be 18 years of age or older to register for the Learning Services or otherwise use or access the Learning Services. The Learning Services are not intended for domestic or personal use by any individuals or other persons.
- 3.7 The Learning Services (which for purposes of this Section include any software, services or apps used to access the Learning Services, documentation and technical data stored or transmitted via the Learning Services) may be subject to export and import control laws of Canada, the United States, the United Kingdom, the European Union, or other countries. Customer and Student each agrees to comply strictly with all applicable export and import regulations, including, but not limited to (i) the Export Administration Regulations maintained by the U.S. Department of Commerce, and (ii) the trade and economic sanctions maintained by the U.S. Department of Treasury Office of Foreign Assets Control, and will not allow use of the Learning Services in a manner that breaches or facilitates the breach of such regulations. Customer and Student each has the responsibility to obtain any licenses required to export, re-export, or import the Learning Services, including deemed exports. The Learning Services shall not be provided to nor used by anyone: (a) located in any applicable embargoed or sanctioned countries or by any Foreign National of a U.S. embargoed country; or (b) included on the U.S. Treasury Department's list of Specially Designated Nationals; (c) the U.S. Department of Commerce's Denied Persons or Entity List; or (d) subject to trade control sanctions or blocking measures. By using the Learning Services, Customer and Student each represents and warrants that Customer, Student, and any person provided access to the Service by Customer or Student is not located in any such country or on any such list.
- 3.8 OpenText may suspend the Learning Services, upon notice, in the event of a material violation by Student or Customer. If OpenText believes, in its sole reasonable discretion, that the Learning Services are being used for criminal activity, in a manner that violates the legal rights of OpenText or its suppliers, customers, any user of the Learning Services or other third party, or is experiencing an actual data loss, theft or data misappropriation, or that the continued operation of the Learning Services places other services or relevant infrastructure in potential danger of data theft, data breach, or catastrophic failure, or that the terms relating to examinations are not being followed (including actual or potential cheating), then such suspension may occur prior to the giving of such notice.
- 3.9 The Learning Services (including any software, services or apps used to access the Learning Services, documentation and technical data stored or transmitted via the Learning Services) may be used only for Customer's own lawful internal training purposes. Customer and Student shall not: (i) defame, abuse, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as rights of privacy, publicity and intellectual property) of others or OpenText or its suppliers, or interfere with another party's use of the Learning Services; (ii) publish, upload, ship, distribute or disseminate any harmful, infringing, fraudulent, tortious, or unlawful material or information (including any unsolicited commercial communications); (iii) misrepresent, or in any other way falsely identify, OpenText's

or its suppliers' identity or affiliation, including through impersonation or altering any technical information in communications using the Learning Services; (iv) transmit or upload any material through the Learning Services containing viruses, trojan horses, worms, time bombs, cancelbots, or any other programs with the intent or effect of damaging, destroying, disrupting or otherwise impairing OpenText or its suppliers', or any other person's or entity's, network, computer system, or other equipment; (v) interfere with or disrupt the Learning Services, networks or servers connected to the Learning Services or violate the regulations, policies or procedures of such networks or servers, including unlawful or unauthorized altering of any of the information submitted through the Learning Services; (vi) attempt to gain unauthorized access to the Learning Services, other OpenText customers' or suppliers' computer systems or networks using the Learning Services through any means; (vii) copy, modify or create derivative works or improvements of the Learning Services; (viii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Learning Services, in whole or in part, except as and to the extent permitted by law; (ix) bypass or breach any security device or protection used by the Learning Services or access or use the Learning Services other than through the use of then valid access credentials; (x) remove, delete, alter or obscure any trademarks, documentation, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property rights notices from any Learning Services; (xi) access or use the Learning Services for purposes of the development, provision, or use of a competing software service or product, (xii) sell, resell, assign, pledge, transfer, license, sublicense, distribute, rent or lease the Learning Services, except as otherwise permitted under these terms or by law; or (xiii) act in any way that is or may appear to be dishonest, cheating or may allow any person (whether a Student or any third party) to gain or attempt to gain any unfair or improper advantage or circumvent applicable policies, terms or procedures (including but not limited to those relating to examinations and tests).

4. Technical Information

- 4.1 Using the Learning Services requires a modern web browser that supports cookies and JavaScript. Certain Learning Services may require minimum technical requirements and hardware (for example, camera and/or in-built computer microphone). OpenText neither represents nor warrants that the Learning Services will be accessible through all web browser releases, hardware configurations, or all versions of tablets, smartphones, or other computing devices. Some Learning Services require additional software or services. It is Customer's and each Student's responsibility to check and comply with all technical requirements for each relevant Learning Service.
- 4.2 Access to the Learning Services via iPhone/Android mobile application is done from a mobile telephone connected to the internet by the Student using their identification name and personal password. Minimum technical requirements may apply, and not all Learning Services will be available through mobile devices.
- 4.3 Customer and Student are responsible for reviewing, agreeing to, and complying with applicable terms and conditions associated with the downloading and use of any software or services (including "apps" and any specific browser requirements) which are required to use certain Learning Services.
- 4.4 Students (and not OpenText) are responsible for ensuring an appropriate internet connection (including upload and download speeds and connection stability) for the relevant Learning Services, including complying with any specific requirements for certain Learning Services (in particular those requiring video link).
- 4.5 Students shall review information provided during the registration process and within the Learning Services regarding the storing and accessing of cookies relating to the provision and use of the Learning Services. Customer and Student each understands that certain functionality within the Learning Services may be dependent upon certain privacy and cookie-related choices, including but not limited to functionality relating to Third Party Content and certain examination services.
- 4.6 The Learning Services may contain features and functions that enable Customer or Students to post or access links to third-party websites or to access, download and/or edit third party content posted on the Service or third-party websites, some of which may offer products or services ("**Third Party Content**"). OpenText is not responsible for the content, performance or security of Third Party Content nor does OpenText endorse any Third Party Content. OpenText does not monitor or otherwise review Third Party Content and OpenText is not responsible or liable, directly or indirectly, for any damage or loss caused by or in connection with use of or reliance on any Third Party Content. If Customer or Student chooses to use or rely on any Third Party Content, it does so at its own risk. Customer and Student may also be subject to additional terms and conditions associated with the use of such Third Party Content and any such terms and conditions are solely between Student and/or Customer and the applicable third-party.
- 4.7 OpenText does not warrant or support any Third-Party Content, and shall have no liability or offer any indemnification for any claims, losses or damages arising out of or in connection with Student or Customer's use of any Third Party Content. If the provider of Third Party Content ceases to make the Third Party Content available, this may impact the continued availability of such features.
- 4.8 OpenText and its vendors and commercial partners shall be entitled to use, develop or share experience and knowledge (including processes, ideas, statistical and other information) acquired in connection with the Learning Services ("**Services Statistics**"), provided that any such use of the Services Statistics is in a manner or form whereby: (i) the Student or Customer is not identified as a source of any such Services Statistics; and (ii) any data arising from the Services Statistics is anonymized.
- 4.9 OpenText has no obligation to monitor Student's or Customer's use of the Learning Services (except to the extent required as part of the Learning Services, such as examination services where participation is supervised); however, OpenText and its cloud infrastructure suppliers reserve the right to monitor such use of the Learning Services as necessary to ensure compliance with applicable terms and conditions, and to satisfy or cooperate with any applicable law or regulation, or duly served legal process or governmental request.
- 4.10 OpenText uses learning platform service providers from time to time to host and manage the Learning Services on OpenText's behalf. This includes Docebo Inc., and pValue Inc. (doing business as Certiverse).
- 4.11 The Learning Services will, from time to time and without prior notice, be subject to maintenance down-time as well as emergency, unscheduled and other unplanned down-time. This may be due to OpenText's learning platform service provider maintaining the service, OpenText updating Learning Services content, or for other reasons. As necessary to reflect changes in its business, technology and service offerings (including those of OpenText's learning platform service providers), OpenText may from time to time change applicable rules of operation, access procedures and requirements, technical requirements, software, the Learning Services, material and/or documentation.

5. Communications and General Terms

- 5.1 From time to time, OpenText may need to get in touch with Customer or Student regarding these terms, the Learning Services and/or other matters related to Student's account or, unless Student has objected to such communications, to inform Student of similar products/services that might be of interest, subject to the OpenText Privacy Policy. OpenText may provide information by email using the email address provided to OpenText upon account registration. Customer and Student each consent to receive communications from OpenText electronically. If either Customer or Student does not agree to receive notices regarding the Learning Services by email, it must not use the Learning Services. Emailed notices will be deemed received by Customer or Student as applicable when the email is sent by OpenText. OpenText shall not have any liability or responsibility for emails or other electronic communications that are filtered, intercepted, lost, or not received.
- 5.2 Student or OpenText may terminate Student's registration, account and access to the Learning Services on written notice if the other fails to meet any material obligation and fails to remedy the breach within 30 days after being notified in writing of the details.
- 5.3 OpenText reserves the right, in its sole discretion, to modify the terms of use presented to the Student at any time. Such changes will be effective when posted in the Learning Services or on the effective date specified in the posting or other notice. Students agree to review the "my profile" area of the Learning Services, including these terms, periodically to ensure Students are aware of any changes to the terms and conditions that apply. OpenText may also present additional terms and conditions related to specific aspects of the Learning Services. Use of and access to the Learning Services after any changes become effective and/or after additional terms and conditions have been made available will be considered acceptance of those changes and terms and conditions.
- 5.4 OpenText may employ its affiliates and third parties worldwide in the performance of the Learning Services, and OpenText shall remain primarily responsible to Customer in respect thereof.