

Addendum to Micro Focus Business Support Agreement OEM Support Terms

These OEM Support Terms (“OEM Support Terms”) describe the support and maintenance services provided by Micro Focus, and the terms and conditions under which Micro Focus will provide support for OEM partners. These OEM Support Terms are subject to and governed by the Micro Focus Business Support Agreement (“BSA”), which can be found at www.microfocus.com/support-and-services/maintenance-and-support-agreements/. The additional definitions and terms in these OEM Support Terms supplement the BSA and provide further additional terms for OEM partners. In the event of any conflict between the OEM Support Terms, BSA or the Agreement, the OEM Support Terms will prevail for any subject matter relating to OEM support and maintenance services. Section 14 (Term and Termination) of the BSA shall not apply to OEM support.

OEM Support Terms

A. Support Service Level Description

1. “FIRST LEVEL SUPPORT” means, with respect to Licensee’s End-Users, the initial Licensee support contact, call management (maintain contact with End-User) initial data collection, monitoring system performance and problem resolution troubleshooting, isolation of problem from the Enhanced Product to determine if the Licensed Product is the cause of the problem, review knowledge base articles, documentation and technical bulletins, receive product enhancement requests and provide Licensee escalation

management. Licensee will be responsible for providing First Level Support for the Licensed Products for Licensee’s End-Users in accordance with this Exhibit. Micro Focus will have no obligation to provide Support hereunder to Licensee’s End-Users.

2. “SECOND LEVEL SUPPORT” means the process of reproducing or troubleshooting the problem, based on the information provided by First Level Support, which may include: advanced troubleshooting, document technical action plan to troubleshoot problem, complete problem analysis, analyzing data, defect reporting, escalation management, call progress tracking, review white papers, and report on status as well as updates.
3. “THIRD LEVEL SUPPORT” means the handling of an escalated problem from Second Level Support until it is resolved or until there is agreement to close the case, which may include: product engineering analysis, workarounds, bug fixes, patches, enhancements, updates, new functionality and releases network design, and/or configuration modification.

B. Distribution and Internal Non-Production Use License Support Requirements

1. **DEFINITIONS.** Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement:
 - a. “Designated Callers” means Licensee’s personnel designated to access Support for the Licensed Product.
 - b. “Support Portal” means the access site for support technical resources located at the following URL: www.microfocus.com/en-us/support.
2. **SUPPORT.** Licensee will receive Second Level Support and Third Level Support from Micro Focus for the Licensed Product distributed to End-Users in accordance with this Exhibit. For internal non-production use licenses to the Licensed Product, Licensee will receive First, Second and Third Level

Addendum

Addendum to Micro Focus Business Support Agreement

Support from Micro Focus in accordance with this Exhibit. Response time objectives depend upon the assignment of a Severity Level to the problem logged as part of the initial Licensee contact. Severity Levels and Response Time Objectives are specified in the BSA.

- a. **Site and Product Access.** Licensee shall provide Micro Focus access to the Licensed Product, and, if required, adequate working space and facilities within a reasonable distance of the Licensed Product; provide access to and use of information, Licensee resources and facilities as reasonably determined necessary by Micro Focus to service the Licensed Product; and provide such other access requirements as set forth in this Exhibit B.
- b. **Modifications.** Licensee will allow, at Micro Focus 's request, and at no additional charge, Micro Focus to modify the Licensed Product to improve operation, supportability and reliability, or to meet legal requirements.

C. Access to Micro Focus Technical Support

1. **DESIGNATED CALLERS.** Designated Callers will make reasonable efforts consistent with the Support Level to diagnose and solve problems or questions for the Licensed Product(s) before contacting Micro Focus (including but not limited to searching available online knowledge base resources, online discussion forums, and Documentation). Designated Caller requests shall contain all information already collected by Licensee and any insights deduced by the Licensee in their initial investigation of the problem.
2. **QUALIFICATIONS.** Designated Callers must be generally knowledgeable and demonstrate technical aptitude in system administration, system management, and, if applicable, network administration and management and diagnostic testing, as required in the Licensed Product Addendum sufficient to support the Licensed Product as part of the Enhanced Product. Licensee shall ensure that its Designated Callers meet and maintain the Licensed Products' specific technical qualification requirements as specified in the Licensed Product Addendum, where applicable. Once Licensee has demonstrated to Micro Focus that its Designated Callers have completed the initial qualification requirements in accordance with instructions specified in the Licensed Product Addendum, where applicable, Micro Focus will issue to Licensee the appropriate authorization access to obtain Support from Micro Focus. Licensee is responsible for the cost of meeting its training and certification requirements, where applicable. Micro Focus may review and discuss with Licensee any Designated Caller's experience to determine initial eligibility. If issues arise during a call to

Micro Focus Support that, in Micro Focus 's reasonable opinion, may be a result of a Designated Caller's lack of general experience and training, Licensee may be required to replace that Designated Caller. All Designated Callers must have the Micro Focus Subscription Name identifier when Support is initiated.

3. **SUPPORT PORTAL.** The Support Portal will be accessible by Designated Callers only. Progress and resolution of service requests will be recorded by Micro Focus at the Support Portal. Any workarounds or resolutions will also be communicated directly to Licensee. Licensee will be responsible to work directly with the End-Users to communicate the status of the service request and to resolve the problem.
4. **ESCALATION PROCESS.** Micro Focus has escalation procedures to address situations where Licensee is dissatisfied with the case handling and/or progress. The most effective way to initiate the escalation process is to call the support number and request an Incident Manager. The escalation process covers but is not restricted to the following:
 - Incident Manager contacts submitter by phone;
 - Incident Manager sends regular communications to Partner and internal stakeholders; and,
 - Incident Manager to stay engaged until Partner is satisfied with progress or resolution.
5. **LICENSEE SUPPORT SERVICES AGREEMENTS.** Licensee will establish and administer its own support service agreements with Licensee's End-Users. Licensee will not obligate Micro Focus to provide any support for the Licensed Product that is not included in this Exhibit nor will it obligate Micro Focus to provide any support directly to Licensee's End-Users. All renewals, collections, promotions and sales of service agreements to Licensee's End-Users will be Licensee's sole responsibility.

D. Licensee Responsibilities

1. **SERVICE REQUEST LOGGING AND TRACKING.** Licensee will be responsible for initiating and logging all service requests with Micro Focus and Licensee will be responsible to keep its own call/service request tracking system up to date.
2. **DATA BACK UP.** To reconstruct lost or altered Licensee files, data or programs, Licensee must maintain a separate back up system or procedure that is not dependent upon the Licensed Product under support.
3. **TEMPORARY WORKAROUNDS.** Licensee will implement temporary procedures or workarounds provided by Micro Focus while Micro Focus works on permanent solutions.

This document pertains to OEM support for software products offered by Micro Focus International plc. This addendum amends and is made part of the Micro Focus Business Support Agreement.

Contact us at:
www.microfocus.com

Like what you read? Share it.



4. HAZARDOUS ENVIRONMENT. Licensee will notify Micro Focus if Licensee uses the Licensed Product in an environment that poses a potential health or safety hazard to Micro Focus employees or subcontractors. Micro Focus may require Licensee to maintain the Licensed Product under Micro Focus supervision and may postpone service until Licensee remedies such hazards.

5. AUTHORIZED REPRESENTATIVE. Licensee will have a representative present if and when Micro Focus provides support at Licensee's site.

6. SUPPORT CONTACTS. Licensee is responsible for complying with Section D.2 above.