

Service Description

Micro Focus File Analysis Suite Data Discovery as Software-as-a-Service

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“This Service Description describes the components and services included in Micro Focus Data Discovery (which also may be referred to as “MF File Analysis Suite - Data Discovery SaaS”). Unless otherwise agreed to in writing this Service Description is subject to the Micro Focus Customer Terms for Software-as-a-Service or the applicable Micro Focus Pass-Through Terms and represents the only binding terms governing Micro Focus International plc and its affiliates (“Micro Focus”) respective obligations regarding its provision of this SaaS to the end-user customer. Any other descriptions of the features and functions of the SaaS, public statements, including advertisements, shall not be deemed as additional features or functionalities that Micro Focus is required to deliver.”

Standard Service Features

High Level Summary

MF File Analysis Suite - Data Discovery SaaS delivers file analysis capabilities that enrich data and expose value across our customer's deep and rich data eco-systems. MF File Analysis Suite - Data Discovery is built to help **mitigate the risks associated with managing and preserving sensitive data** while containing the total cost of compliance – all from a single source in the cloud.

The File Analysis Suite – Data Discovery provides **three** levels of service:

1. **Express Edition:** geared towards smaller projects or small business up to ~250GB full content analysed per day*. A setup fee is required for this edition.
2. **Premium Edition:** geared towards mid-sized to large businesses up to ~500GB full content analysed per day*. A setup fee is required for this edition.
3. **Dedicated Edition:** geared towards large, multi-national enterprises looking for optimal throughput up to 2TB full content analysed per day* and dedicated cloud instance. A dedicated cloud setup fee is required for this edition.

Customers cannot move between service editions over the span of the subscription term.

* Throughput is dependent on many factors including the location of data (on premise vs. cloud), the customer's internet pipe to the instance, customer location in relation to the cloud hosting data center, and other resources allocated on the FAS environment.

Within each edition the customer has access to pay per use base services for metadata analysis, and storage services for building a data inventory index with optional pay per use services included for full-content file analysis and cloud-based data discovery (via an agentless service in FAS).

Standard Pay per Use Services:

Data Optimization (metadata analysis)

Data optimization is a critical stage in preparing data for clean-up, migration, and compliance related projects. File Analysis Suite (FAS) Data Discovery metadata analysis is the first step in the processing workflow and is included in all editions of the File Analysis Suite. This service can be used alone or in conjunction with the Standard or Enhanced data discovery processing services. The customer is billed each month for the amount of metadata processing used.

Data Inventory and Storage

File Analysis Suite (FAS) Data Discovery analyses data in place without the need to collect the file itself. It does build an index or inventory of metadata and full content along with data enrichment tags, risk scores and other metadata about processing and management activities. Collection is only done if and when "near-native" viewing is selected inside of FAS Data Discovery module or if a legal hold is placed on data, whose originating repository doesn't support a hold (e.g. NT File Share). The customer is billed every month for the volume of data stored in FAS.

Optional Pay per Use Services included:

Standard and Enhanced Data Discovery Processing:

These are add-on capabilities to File Analysis Suite (FAS) Data Discovery metadata analysis that represent full-content sensitive data analysis on the content within documents. These services are broken down by targeted analytics grammars packs. There are two packages the customer can use: regionally targeted grammars (Standard Data Discovery) and globally targeted grammars (Enhanced Data Discovery). Each repository configured in File Analysis Suite (FAS) Data Discovery can be configured to use either package. The customer is billed each month for the amount of Standard or Enhanced processing used.

Cloud Data Discovery (agentless data discovery)

A customer can use either an agentless data discovery or their on-premises agents to collect data from a cloud-based source such as Office 365 and SharePoint Online. If a customer uses agentless data discovery to collect data from a cloud-based data source, then the customer will be billed each month for the amount of Cloud Data Discovery used..

Overview

File Analysis Suite	Express	Premium	Dedicated
Tenant	Multi-Tenant environment*	Multi-Tenant environment*	Dedicated environment*
Maximum full content analysis - throughput	Up to 250GB/24hr	Up to 500GB/24hr	Up to 2TB/24hr
Data Optimization	Pay per use. Billed monthly	Pay per use. Billed monthly	Pay per use. Billed monthly
Standard Data Discovery (Processing)	Pay per use. Billed monthly by GB	Pay per use. Billed monthly by GB	Pay per use. Billed monthly by GB
Enhanced Data Discovery (Processing)	Pay per use. Billed monthly by GB	Pay per use. Billed monthly by GB	Pay per use. Billed monthly by GB
Cloud Data Discovery (Agentless analysis)	Pay per use. Billed monthly by GB	Pay per use. Billed monthly by GB	Pay per use. Billed monthly by GB
Metadata index, Data Inventory, legal hold	Billed monthly by the GB or raw data at source		
Set up fees (billed upfront)	One-time	One-time	One-time

*Micros Focus File Analysis Suite SaaS offering is provisioned using a single tenant within a multi-tenant environment. Each customer has their data logically and securely segregated in such an architecture. Each customer is called a tenant. A dedicated environment can be purchased as part of the Dedicated edition.

SaaS File Analysis capabilities offered

SaaS Delivery Components	FAS Data Discovery
Agents for Exchange, NT file shares, SmartCipher*, Content Manager*, SharePoint**	✓
Data Discovery analytics dashboards	✓
Simple retention and disposition policy management	✓
Metadata management	✓
Declare & lifecycle management in Content Manager*	✓
Data workspaces full content search	Included with Standard or Enhanced Data Discovery
Data discovery (PII scans, delete, copy)	Included with Standard or Enhanced Data Discovery

* Content Manager and Voltage SmartCipher entitlements required

(**Supported versions: Please refer to Support Matrix documentation on FAS [documentation page](#))

SaaS Serviced Delivery Components

SaaS Delivery Components	FAS Data Discovery
1. Agent configuration	Optional for a Fee
2. Standard grammar flagging set-up	Optional for a Fee
3. Premium grammar flagging set-up	Optional for a Fee
4. LDAPS Directory Federation	Optional for a Fee
5. Content Manager Integration agent*	Optional for a Fee
5. Custom IDOL connectors	Optional for a Fee

6. Agentless, cloud-based file analysis - Office365 (OneDrive for Business, Exchange Online)	Optional for a Fee. Included in all editions.
7. Dedicated cloud instance of File Analysis Suite	Set-up fee included in Dedicated Edition

*Supported versions: Content Manager 9.4+

Architecture Components

MF File Analysis Suite - Data Discovery SaaS consists of these two (2) parts: (1) Native cloud-based micro services and management platform with file analysis capabilities along with interactive dashboard for management and reporting; and (2) a set of MF-provided on premises agents or cloud to cloud connectors, deployed from the Data Discovery application, to connect to the data source(s) in real-time for the purposes of collecting, extracting data for analysis and management. These sources can be on premises (Exchange, SharePoint, NT File shares, MF Content Manager*) or in the cloud (Office 365).

(* Exchange 2013, 2016, 2019, SharePoint 2013, 2016, 2019, Content Manager 9.4+)

Deployment of agents and connectors:

1. Agent and connector deployment are a self-service feature of MF File Analysis Suite - Data Discovery
2. Any customization of grammars and tagging is provided at extra charge to the customer and requires additional time and materials quotation from MF Professional Services or partner.
3. MF SaaS team does not operate or install onsite components on behalf of the customer
4. LDAPS Directory Federation requires additional licensing and Operations support for configuration.

Additional Solution-Specific Components

Application Administration

MF File Analysis Suite - Data Discovery's initial service offering includes the following web-based applications:

- Administration: is aimed at the administration of users, user groups and roles & permissions.
- Connect: provides all the means to instantiate and configure agents and connect the SaaS solution to the various data sources (repositories) and data targets. In addition, this application allows to configure how the files are analyzed for the purpose of entity extraction (grammars) and classification (tagging)
- Analyze: provides dashboards, reporting and data discovery capabilities
- Manage: is aimed at providing deeper analysis on a subset of the data set and manage the analyze data accordingly (e.g. secure, delete, report)

New services will be released over time across the MF File Analysis Suite - Data Discovery applications to support further data privacy, data security and data protection use cases.

MF File Analysis Suite - Data Discovery supports collecting, indexing and analyzing from customers Exchange, SharePoint and file system via on premises agents. In addition, it supports directly connecting to O365 exchange and SharePoint Online. More data capture capabilities will be added over time via the *custom connector* SDK.

Service Components

The Customer may contact Micro Focus through the CyberResSupport@microfocus.com or support.cyberreshelp.com. The Micro Focus Support Team will either provide support to the Customer directly or coordinate delivery of this support. The severity of the request determines the response from the team.

Severity Level	Technical response	Update Frequency	Target For Resolution	What Qualifies?
1	Immediate	Hourly	2 hours	Total or substantial failure of service. Known or suspected security events
2	30 mins	Every 2 hours	4 hours	Significant degradation of service, major feature inability
3	4 hours	Every 8 hours	16 hours	Performance issues outside the norm but not substantial enough to prevent usability of a feature. Issues with reports generated from within the customer's Tenant
4	As available	As available	Determined by the customer impact or LOE	Bugs in deployed products not substantial enough to prevent required customer functionality from being accessible but requiring development time to resolve.

Service Monitoring

Micro Focus monitors Micro Focus Data Discovery solution components 24x7 availability. Micro Focus uses a notification system to deliver proactive communications about application changes, outages and scheduled maintenance.

Capacity and Performance Management

The architecture allows for addition of capacity to applications, databases and storage. Additional agents can be added to increase collection and extraction rates. Setup of these additional agent machines are responsibility of the customer.

Operational Change Management

Micro Focus follows a set of standardized methodologies and procedures for efficient and prompt handling of changes to SaaS infrastructure and application, which enables beneficial changes to be made with minimal disruption to the service.

Solution Data Backup and Retention

The data backup and retention described in this section are part of Micro Focus's overall business continuity management practices designed to attempt to recover availability to Customer of Micro Focus and access to the Customer data, following an outage or similar loss of service.

Disaster Recovery

1. Business Continuity Plan

Micro Focus SaaS continuously evaluates different risks that might affect the integrity and availability of Micro Focus SaaS. As part of this continuous evaluation, Micro Focus SaaS develops policies, standards and processes that are implemented to reduce the probability of a continuous service disruption. Micro Focus documents its processes in a business continuity plan (“BCP”) which includes a disaster recovery plan (“DRP”). Micro Focus utilizes the BCP to provide core Micro Focus SaaS and infrastructure services with minimum disruption. The DRP includes a set of processes that Micro Focus SaaS implements and tests Micro Focus SaaS recovery capabilities to reduce the probability of a continuous service interruption in the event of a service disruption.

2. High Availability and Durability

Micro Focus SaaS utilizes cloud-native functions such as replication between primary and secondary availability zones to ensure data availability and recoverability. All replicas reside within the same governmental compliance boundary to ensure adherence to all applicable data residency regulations. Real-time replication is used between nodes. No removable media is used at any time to ensure the protection of customer data

SaaS Security

Micro Focus maintains an information and physical security program designed to protect the confidentiality, availability and integrity of Customer Personal Data and confidential information (the “Micro Focus Security Program”).

Technical and Organizational Measures

This section describes Micro Focus’s standard technical and organizational measures, controls, and procedures, which are intended to help protect the Customer-provided SaaS Data.

Micro Focus regularly tests and monitors the effectiveness of its controls and procedures. No security measures are or can be completely effective against all security threats, present and future, known and unknown. The measures set forth in this section may be modified by Micro Focus but represent a minimum standard. Customer remains responsible for determining the sufficiency of these measures.

Physical Access Controls

Micro Focus maintains physical security standards designed to prohibit unauthorized physical access to the Micro Focus equipment and facilities used to provide SaaS and include Micro Focus data centers and data centers operated by third parties. This is accomplished through the following practices:

- Presence of on-site security personnel on a 24x7 basis;
- Use of intrusion detection systems;
- Use of video cameras on access points and along perimeter;
- Micro Focus employees, subcontractors and authorized visitors are issued identification cards that must be worn while on premises;
- Monitoring access to Micro Focus facilities, including restricted areas and equipment within facilities;

- Maintaining an audit trail of access.

Access Controls

Micro Focus maintains the following standards for access controls and administration designed to make Customer-provided SaaS Data accessible only by authorized Micro Focus personnel who have a legitimate business need for such access:

- secure user identification and authentication protocols.
- authentication of Micro Focus personnel in compliance with Micro Focus standards and in accordance with ISO27001 requirements for segregation of duties.
- Customer provided SaaS data is accessible only by authorized Micro Focus personnel who have a legitimate business need for such access, with user authentication, sign-on and access controls.
- employment termination or role change is conducted in a controlled and secured manner.
- administrator accounts should only be used for the purpose of performing administrative activities.
- each account with administrative privileges must be traceable to a uniquely identifiable individual.
- all access to computers and servers must be authenticated and within the scope of an employee's job function.
- collection of information that can link users to actions in the Micro Focus SaaS environment.
- collection and maintenance of log audits for the application, OS, DB, network, and security devices according to the baseline requirements identified.
- restriction of access to log information based on user roles and the "need-to-know;" and
- prohibition of shared accounts.

Availability Controls

Micro Focus's business continuity management process includes restoring the ability to supply critical services upon a service disruption. Micro Focus's continuity plans cover operational shared infrastructure such as remote access, active directory, DNS services, and mail services. Monitoring systems are designed to generate automatic alerts that notify Micro Focus of events such as a server crash or disconnected network.

Data Segregation

Micro Focus SaaS environments are segregated logically by Micro Focus SaaS access control mechanisms. Internet-facing devices are configured with a set of access control lists (ACLs), which are designed to prevent unauthorized access to internal networks. Micro Focus uses security solutions on the perimeter level such as: firewalls, IPS/IDS, proxies to detect hostile activity in addition to monitoring the environment's health and availability.

Data Encryption

Micro Focus SaaS uses industry standard techniques to encrypt Customer-provided SaaS Data in transit. All inbound and outbound traffic to the external network is encrypted. Data in the relational database, index, and blog storage (data at rest) is also encrypted.

Audit

Micro Focus appoints an independent third party to conduct an annual audit of the applicable policies used by Micro Focus to provide the applicable Micro Focus solution. A summary report or similar documentation will be provided to Customer upon request. Subject to the execution of Micro Focus's standard confidentiality agreement, Micro Focus agrees to respond to a reasonable industry standard information security questionnaire concerning its information and physical security program specific to Micro Focus SaaS provided pursuant to the applicable Supporting Material no more than once per year. Such information security questionnaire will be considered Micro Focus Confidential Information.

Micro Focus Security Policies

Micro Focus conducts annual reviews of its policies around the delivery of SaaS against ISO 27001. Micro Focus regularly re-evaluates and updates its information and physical security program as the industry evolves, new technologies emerge or new threats are identified.

Security Incident Response

In the event Micro Focus confirms a security incident resulted in the loss, unauthorized disclosure or alteration of Customer-provided SaaS Data ("Security Incident"), Micro Focus will notify Customer of the Security Incident and work to mitigate the impact of such Security Incident. Should Customer believe that there has been unauthorized use of Customer's account, credentials, or passwords, Customer must immediately notify Micro Focus Security Operations Center via cyberressoc.microfocus.com.

Micro Focus Employees and Subcontractors

Micro Focus requests that all employees involved in the processing of Customer-provided SaaS Data are authorized personnel with a need to access the Customer-provided SaaS Data, are bound by appropriate confidentiality obligations and have undergone appropriate training in the protection of customer data. Micro Focus requests that any affiliate or third-party subcontractor involved in processing Customer-provided SaaS Data enters into a written agreement with Micro Focus, which includes confidentiality obligations substantially similar to those contained herein and appropriate to the nature of the processing involved.

Data Subject Requests

Micro Focus will, within three (3) business days of receipt, refer to Customer any queries from data subjects in connection with Customer-provided SaaS Data.

Scheduled Maintenance

To enable Customers to plan for scheduled maintenance by Micro Focus, Micro Focus reserves predefined timeframes to be used on an as-needed basis.

A twenty-four-hour period once a quarter starting at Saturday, midnight in the local data center region, and ending at Sunday, midnight.

- This window is considered an optional placeholder for major releases and events that could be significantly service impactful. If the window is to be exercised, and a major disruption expected, all customers should be notified no later than ten business days before.

A two-hour maintenance window once a month starting Thursday, midnight in the local data center region.

- This is for patching of environments. Patching should be done in a non-service disrupting fashion; however, some elements may require a brief outage to update properly. Customers will be notified at least five business days in advance if any actual service disruption is expected.

A four-hour maintenance window once a month starting Saturday, midnight in the local data center region.

- This time is set aside for system updates and product releases that cannot be performed without a visible customer impact. Use of this window is optional, and customers should be notified at least ten business days in advance if any outage is expected.

In case of any holiday conflicts, the regularly scheduled window will automatically fall to the following week on the same day of the week.

Micro Focus determines whether and when to apply a SaaS Upgrade to Customer's MF File Analysis Suite Data Discovery. Unless Micro Focus anticipates a service interruption due to a SaaS Upgrade, Micro Focus may implement a SaaS Upgrade at any time without notice to Customer. Micro Focus aims to use the Scheduled Maintenance windows defined herein to apply SaaS Upgrades. Customer may be required to cooperate in achieving a SaaS Upgrade that Micro Focus determines in its discretion is critical for the availability, performance or security of MF File Analysis Suite Data Discovery.

Service Decommissioning

Customer may cancel Micro Focus SaaS by providing Micro Focus with thirty (30) days written notice prior to the expiration of the SaaS Order Term ("Cancellation"). Such Cancellation shall be effective upon the last day of the then current SaaS Order Term. Upon Cancellation, expiration, or termination of the SaaS Order Term, Micro Focus may disable all Customer access to MF File Analysis Suite - Data Discovery solution, and Customer shall promptly return to Micro Focus (or at Micro Focus's request destroy) any Micro Focus Materials.

Micro Focus will make available to Customer any document-related data "collected" by the application in the format generally provided by Micro Focus via export function inside the application. It will be a customer's responsibility to export the content prior to the Service Decommissioning. The target timeframe is set forth below in Termination Data Retrieval Period SLO. After such time, Micro Focus shall have no obligation to maintain or provide any such data, which will be deleted in the ordinary course.

Service Level Objectives

Micro Focus provides the following Service Level Commitments for the purpose of further measuring the quality of service that Micro Focus is delivering to the Customer.

1. MF File Analysis Suite - Data Discovery Solution Availability SLO

Solution availability is defined as the Data Discovery production application being available for access and use by Customer and its Authorized Users over the Internet. Micro Focus will provide Customer access to the Data Discovery production application on a twenty-four hour, seven days a week (24x7) basis at a rate of 99.5 % ("SaaS Service Uptime Metric").

2. Measurement Method

SaaS Service Uptime Metric shall be measured by Micro Focus using Micro Focus monitoring software running from a minimum of two global locations with staggered timing.

On a quarterly basis, the SaaS Service Uptime Metric will be measured using the measurable hours in the quarter (total time minus planned downtime, including maintenance, upgrades, etc.) as the denominator. The numerator is the denominator value minus the time of any outages in the quarter (duration of all outages combined) to give the percentage of available uptime (2,198 actual hours available / 2,200 possible available hours = 99.9 availability).

An “outage” is defined as two consecutive monitor failures within a five-minute period, lasting until the condition has cleared.

3. Boundaries and Exclusions

The SaaS Service Uptime Metric shall not apply in any of the following exceptions, and neither the MF File Analysis Suite - Data Discovery application will be considered unavailable nor any Service Level Failure be deemed to occur in connection with any failure to meet the requirement or impaired ability of Customer or its Authorized Users to access or use the Data Discovery solution:

- Overall Internet congestion, slowdown, or unavailability
- Unavailability of generic Internet services (e.g. DNS servers) due to virus or hacker attacks
- Force majeure events as described in the terms of the SaaS agreement
- Actions or omissions of Customer (unless undertaken at the express direction of Micro Focus) or third parties beyond the control of Micro Focus
- Unavailability due to Customer equipment or third-party computer hardware, software, or network infrastructure not within the sole control of Micro Focus
- Scheduled Maintenance
- Scheduled Version Updates

4. Reporting

Micro Focus Customer Success Manager (CSM) and the Customer will schedule and conduct regular Quarterly Business Reviews (QBR). for the purpose of reviewing the Customer’s business objectives, the service performance, service usage, roadmap updates and planned continuous improvement initiatives. The CSM and the Customer will agree the meeting agenda in advance and will record agreed actions and priorities.

Standard Service Requirements

Roles and Responsibilities

This section describes general Customer and Micro Focus responsibilities relative to the Micro Focus Data Discovery service. Micro Focus’s ability to fulfill its responsibilities relative to SaaS is dependent upon Customer fulfilling the responsibilities described below and elsewhere herein:

Customer Roles and Responsibilities

Customer Role	Responsibilities
Business owner	Owns the business relationship between the customer and Micro Focus

	<p>Owns the business relationship with the range of departments and organizations using Micro Focus Data Discovery Service</p> <p>Manages contract issues</p>
Project manager	<p>Coordinates customer resources as necessary</p> <p>Serves as the point of contact between the customer and Micro Focus</p> <p>Drives communication from the customer side</p> <p>Serves as the point of escalation for issue resolution and service-related issues</p>
Administrator	<p>Serves as the first point of contact for Micro Focus Data Discovery Service end users for problem isolation</p> <p>Performs Micro Focus Data Discovery Service administration</p> <p>Provides tier-1 support and works with Micro Focus to provide tier-2 support</p> <p>Coordinates end-user testing as required</p> <p>Leads ongoing solution validation</p> <p>Trains the end-user community</p> <p>Coordinates infrastructure-related activities at the customer site</p> <p>Owns any customization</p>
Subject matter expert	<p>Leverages the product functionality designed by Customer's Micro Focus Data Discovery Service administrators.</p> <p>Provides periodic feedback to the Micro Focus Data Discovery Service Administrator</p>

Micro Focus Roles and Responsibilities

Micro Focus Role	Responsibilities
Customer Success Manager (CSM)	<p>Serves as the customer liaison to Micro Focus</p> <p>Coordinates Micro Focus resources including system and process experts as necessary</p> <p>Facilitates ongoing mentoring</p> <p>Coordinates with the customer during required and periodic maintenance</p> <p>Oversees the customer onboarding process</p>
Service Operations Center staff (SOC)	<p>Primary point of contact for service requests. The customer can contact the Service Operations Center for all services such as support and maintenance, or issues regarding availability of the Micro Focus Data Discovery Service</p>

	Provides 24x7 application support
	Provides 24x7 SaaS infrastructure support
Operations staff (Ops)	Monitors the Micro Focus systems and Micro Focus Data Discovery Service for availability
	Performs system-related tasks such as backups, archiving, and restoring instances according to Micro Focus's standard practices

Assumptions and Dependencies

This Service Description is based upon the following assumptions and dependencies between the Customer and Micro Focus:

- Customer must have internet connectivity to access this Micro Focus Data Discovery Service.
- Micro Focus Data Discovery Service will be performed remotely and delivered in English only.
- A SaaS Order term is valid for a single application deployment, which cannot be changed during the SaaS Order term.
- The service commencement date is the date on which Customer's purchase order (PO) is booked within the Micro Focus order management system.
- The customer data indexed during the ingestion process requires the data location information be made available to Micro Focus to analyse the data
- Customer must ensure that its administrators maintain accurate contact information with Micro Focus SaaS.
- Customer has determined, selected, and will use options in the Customer environment that are appropriate to meet its requirements, including information security controls, connectivity options, and business continuity, backup, and archival options.
- Customer will establish and follow secure practices for individual account-based access for accountability and traceability.

Furthermore, this Micro Focus Data Discovery Service is provided based on the assumption that Customer will implement and maintain the following controls in its use of Micro Focus Data Discovery Service:

- Configuring Customer's browser and other clients to interact with Micro Focus Data Discovery Service
- Configuring Customer's network devices to access Micro Focus Data Discovery Service
- Appointing authorized users
- Configuring its Micro Focus Data Discovery Service account to require that end user passwords be sufficiently strong and properly managed
- Procedures for access approvals, modifications, and terminations.

Good Faith Cooperation

Customer acknowledges that Micro Focus's ability to perform the Services depends upon Customer's timely performance of its obligations and cooperation, as well as the accuracy and completeness of any information and data provided to Micro Focus. Where this Service Description requires agreement, approval, acceptance, consent or similar action by either party, such action will not be unreasonably delayed or withheld. Customer agrees that to the extent its failure to meet its responsibilities results in a failure or delay by Micro Focus in performing its obligations under this Service Description, Micro Focus will not be liable for such failure or delay.