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Service Description

# Service Description

**Micro Focus HCMX FinOps Express on Software-as-a-Service**

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V7.4

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This Service Description describes the components and services included in Micro Focus Hybrid Cloud Management X FinOps Express (“HCMX FinOps Express”) on Software-as-a-Service (which also may be referred to as “SaaS”) and, unless otherwise agreed to in writing, is subject to the Micro Focus Customer Terms for Software-as-a-Service (“SaaS Terms”) found at <https://www.microfocus.com/en-us/legal/software-licensing>. Capitalized terms used but not defined herein shall have the meanings set forth in the SaaS Terms.

## Standard Service Features

### High Level Summary

HCMX FinOps Express provides a cloud-based enterprise service that is intended to help customers better manage public cloud spend by bringing financial accountability to the variable spend model of the cloud, allowing them to make better business tradeoffs between speed, cost, and quality.

### SaaS Delivery Components

#### SaaS Delivery Components

1 HCMX FinOps Express Production Tenant	✓
1 HCMX FinOps Express Non-Production Tenant	O
400 HCMX Units for Deploying Aggregated Service Offerings via the Catalog	✓

✓ = Included O = Optional for a fee

### SaaS Operational Services

#### Operational Services

Onboarding	✓
Customer Success Management (CSM) Meetings	✓
Product Support	✓
Single Sign-On Support (limited to specific Identity Providers (IDPs) and integrations)	✓
Service Health Portal	✓

✓ = Included

### Consumption Model

Consumption of HCMX FinOps Express is by Managed Annual Cloud Spend. “Managed Annual Cloud Spend” means the amount Customer pays to cloud service providers, as reflected in data provided by Customer to HCMX FinOps Express (including API calls and billing reports), aggregated over one year. For more details about subscription types and SKUs, please contact your Micro Focus sales representative.

### Usage of Hybrid Cloud Management X (HCMX) Units for HCMX FinOps Express Customers

HCMX FinOps Express comes with 400 HCMX Units for deploying aggregated service offerings via the catalog. One Unit equals 1 Operating System Instance. In other words, 400 individual Operating System Instances can be deployed via the built-in self-service catalog. Customers who wish to deploy more Operating System Instances can upgrade HCMX FinOps Express to HCMX for the applicable fee.

HCMX FinOps includes the following cloud management capabilities:

- Service portal
- Cost governance and resource optimization
- Service catalog management
- Financial management

These capabilities are provided as part of the service and Customer has no separate entitlement to specific components.

HCMX FinOps Express includes access to Micro Focus Operations Orchestration to be used for workflows related to the deployment of aggregated service offerings via the catalog.

Aggregated service offerings include offerings created via service designs that are based on Image Aggregation. Customer is only entitled to use service designs that are imported through integrations that are supported by the Micro Focus ITOM Marketplace Portal. Customer should not use the service design-related capabilities to create new designs or modify imported service designs.

HCMX FinOps Express provides Customer with storage on a Vertica database with a limit of 20 TB per tenant, as measured by Vertica. Additional storage capacity is available with the purchase of (an) additional Vertica license(s).

## Architecture Components

Micro Focus deploys HCMX FinOps Express using a shared infrastructure platform that monitors the system for 24x7 availability and provides 24x7 infrastructure support, including application version upgrades.

Customer accesses HCMX FinOps Express through the Internet (HTTPS).

Micro Focus deploys and manages the Micro Focus Operations Orchestration (“OO”) module for HCMX FinOps Express Customers. However, Micro Focus does not operate or manage:

- Any Remote Action Server (RAS) used with OO for remote action service or remote operation in the private or public cloud, or on-premises
- Any On-Premises Bridge (OPB) agent, installed in the private or public cloud, or on-premises

Micro Focus does not install, deploy, or manage on-premise components that may be required to use HCMX FinOps Express, except as detailed in this Service Description.

Customer will use a Vertica database as detailed in this Service Description.

## Service Support

Customer may contact Micro Focus through submitting online support tickets or by telephone. The Micro Focus Support Team will either provide support to the Customer directly or coordinate delivery of this support. Online support for SaaS is available at: <https://home.software.microfocus.com/myaccount>

As part of the Micro Focus HCMX community, you can get additional assistance and aid from peers as well as live and recorded webinars as part of our practitioner forum series:

[https://community.microfocus.com/it\\_ops\\_mgt/hybrid\\_cloud\\_management/hybrid\\_cloud\\_management\\_x](https://community.microfocus.com/it_ops_mgt/hybrid_cloud_management/hybrid_cloud_management_x)

Your suggestions for enhancements to HCMX FinOps Express are important to Micro Focus. As part of the Micro Focus HCMX FinOps Express, Micro Focus allows you to submit ideas and enhancements via the Idea Exchange. We encourage you to share your ideas, vote for your favorite ones, and enhance existing ideas with your feedback and comments. The popularity of an idea is measured through votes and comments at:

[https://community.microfocus.com/it\\_ops\\_mgt/hybrid\\_cloud\\_management/hybrid\\_cloud\\_management\\_x/i/hcmx\\_idea\\_exchange](https://community.microfocus.com/it_ops_mgt/hybrid_cloud_management/hybrid_cloud_management_x/i/hcmx_idea_exchange)

Micro Focus staffs and maintains a 24x7x365 Service Operations Center, which will be the single point of contact for all issues related to the support for SaaS. Customer will maintain a list of authorized users who may contact Micro Focus for support. Customer's authorized users may contact Micro Focus for support via the Web portal or telephone 24 hours a day, 7 days a week.

Support Features:

Activity	
<b>Customer Success Management</b>	✓
<b>Email and Online Notifications</b>	✓
<b>Onboarding:</b> Introduction meeting, handover of product and support materials, verification of online access, scope validation, and service goals	✓
<b>Version Updates*:</b> <b>Major version updates</b> Notification period according to notification timelines via release notes and help resources available	
<b>Service Reviews</b> Yearly meeting reviewing service quality and providing feedback on improvements required	✓
<b>99.9 % Availability SLA</b>	✓
<b>Assisting with implementation/configuration and tailoring</b>	0
✓ = Included	
0 = Optional for a fee	

\*Notifications regarding release updates to HCMX FinOps Express will be provided via the Service Health planned maintenance feature. The maintenance notice would include details for the release readiness webinar, which

will detail the changes and new features in the planned release. Notifications may also be sent via email or a pop-up in PCS.

## Service Monitoring

Micro Focus monitors SaaS availability 24x7. Micro Focus uses a centralized notification system to deliver proactive communications about service changes, outages, and scheduled maintenance. Alerts and notifications are available to Customer online at: <https://home.software.microfocus.com/myaccount>

## 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.

## 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 SaaS and Customer-provided SaaS Data for Customer following an outage or similar loss of service for SaaS.

## Customer-Provided SaaS Data

The following types of Customer-provided SaaS Data reside in the SaaS environment:

- **Public Cloud Billing Data:** This data is provided by Customer and loaded by HCMX FinOps Express to be stored in a Vertica database as configured by Micro Focus. Data storage in Vertica is limited to 20TB per tenant, as measured by Vertica.
- **Supporting Data:** This data is loaded by Customer to support the transactional records. For example: organizations, locations, and personnel and departmental data.
- **Transactional Data:** This data is related to the day-to-day delivery of service operations and support within the organization. For example: service requests. Transactional data is typically linked to one or more supporting data records.
- **Attachment Data:** This data includes any type of file that has been attached to either supporting data or transactional data. For example: an image file an employee uploads for his profile or a pdf troubleshooting guide attached to a knowledge article.

Micro Focus performs a backup of Customer-provided SaaS Data every 6 hours for Supporting Data, Transactional Data and Attachment Data, and Micro Focus retains each backup for the most recent seven (7) days. For Public Cloud Billing Data, Micro Focus performs a backup of customer-provided SaaS Data every 7 days. Micro Focus recommends that Customer stores at least 2 months of billing data in the public cloud, to make sure that all billing data can be synced in case of a data restore for Public Cloud Billing Data.

Micro Focus's standard storage and backup measures are Micro Focus's only responsibility regarding the retention of this data, despite any assistance or efforts provided by Micro Focus to recover or restore Customer's data. Customer may request via a service request for Micro Focus to attempt to restore such data

from Micro Focus's most current backup. Micro Focus will be unable to restore any data not properly entered by Customer or lost or corrupted at the time of backup or if Customer's request comes after the 7 days data retention time of such backup.

HCMX FinOps Express is implemented over AWS technology service stack in a redundant mode over multiple Availability zones (AZs) with elastic load balancing allowing us to quickly recover an HCMX FinOps Express service in case of a disaster. Availability zones (AZs) are distinct geographical locations that are engineered to be insulated from failures in other AZs. Elastic IP addresses are used to work around host or availability zone failures by quickly remapping the address to another running instance or a replacement instance that was just started by placing HCMX FinOps Express instances in multiple AZs, an application can be protected from failure at a single location.

## **Disaster Recovery for SaaS**

### **Business Continuity Plan**

Micro Focus continuously evaluates different risks that might affect the integrity and availability of SaaS. As part of this continuous evaluation, Micro Focus 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 SaaS and infrastructure services with minimum disruption. The DRP includes a set of processes that implements and tests SaaS recovery capabilities to reduce the probability of a continuous service interruption in the event of a service disruption.

HCMX FinOps Express is implemented using a cloud-based technology service stack in a redundant mode over multiple availability zones. The failure of one zone will not impact the service availability as the system will automatically failover from the other zones. In the event of a disaster impacting more than one zone at the same time, such as a complete cloud region, the DRP's target is to provide restoration of the Micro Focus HCMX FinOps Express within 24 hours (Recovery Time Objective, RTO) following Micro Focus's declaration of a disaster.

The Vertica database backend used by HCMX FinOps Express is deployed in a single availability zone. If the availability zone hosting Vertica fails, the DRP's target is to provide restoration of HCMX FinOps Express within 24 hours (Recovery Time Objective, RTO) following Micro Focus's declaration of a disaster.

### **Backups**

Micro Focus performs both on-site and off-site backups with a 24 hours recovery point objective (RPO). Backup cycle occurs daily where a local copy of production data is replicated on-site between two physically separated storage instances. The backup includes a snapshot of production data along with an export file of the production database. The production data is then backed up at a remote site. Micro Focus uses storage and database replication for its remote site backup process. The integrity of backups are validated by (1) real time monitoring of the storage snapshot process for system errors, (2) validating CHECKSUM at the end of a backup process to assure the same number of bits exists on both source and destination storage systems, and (3) annual restoration of production data from an alternate site to validate both data and restore flows integrity.

## **SaaS Security**

Micro Focus maintains an information and physical security program designed to protect the confidentiality, availability, and integrity of Customer-provided SaaS Data.

## Technical and Organizational Measures

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 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"
- Prohibition of shared accounts

## Availability Controls

Micro Focus's business continuity management process includes a rehearsed method of 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.

Controls regarding disruption prevention include:

- Uninterruptible power supplies (UPS) and backup power generators
- At least two independent power supplies in the building
- Robust external network connectivity infrastructure

## Data Segregation

SaaS environments are segregated logically by 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, and content-based inspection in order to detect hostile activity in addition to monitoring the environment's health and availability.

## Data Encryption

Micro Focus uses industry standard techniques to encrypt Customer-provided SaaS Data in transit. All inbound and outbound traffic to the external network is encrypted.

## Audit

Micro Focus appoints an independent third party to conduct an annual audit of the applicable policies used by Micro Focus to provide SaaS. A summary report or similar documentation will be provided to Customer upon request. Subject to Customer's 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 SaaS 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, which includes controls derived from ISO 27034 – "Information Technology – Security Techniques – Application Security". 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 reasonably 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 [softwaresoc@microfocus.com](mailto:softwaresoc@microfocus.com).

## Micro Focus Employees and Subcontractors

Micro Focus requires 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 requires 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 Customer to plan for scheduled maintenance by Micro Focus, Micro Focus reserves predefined timeframes to be used on an as-needed basis. Micro Focus reserves a weekly two (2) hours window (Sunday 00:00 to 02:00 Pacific Standard Time) and one (1) monthly four (4) hour window (Sunday in the 00:00 to 08:00 Pacific Standard Time block). These windows will be used on an as-needed basis.

Planned windows will be scheduled at least two (2) weeks in advance when Customer action is required, or at least four (4) days in advance otherwise.

## Scheduled Version Updates

“SaaS Upgrades” are defined as major version updates, minor version updates, and binary patches applied by Micro Focus to Customer’s SaaS in production. These may or may not include new features or enhancements. Micro Focus determines whether and when to develop, release and apply any SaaS Upgrade. Customer is entitled to SaaS Upgrades during the applicable SaaS Order Term unless the SaaS Upgrade introduces new functionality that Micro Focus offers on an optional basis for an additional fee.

Micro Focus determines whether and when to apply a SaaS Upgrade to Customer’s SaaS. 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 SaaS.

## Service Decommissioning

Customer may cancel SaaS by providing Micro Focus with sixty (60) 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 SaaS, and Customer shall promptly return to Micro Focus (or at Micro Focus’s request destroy) any Micro Focus materials.

Except for stored Public Cloud Billing Data, Micro Focus will make available to Customer any Customer-provided SaaS Data in Micro Focus’ possession in the format generally provided by Micro Focus. 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 clear, detailed, and specific Service Level Objectives (SLOs) for SaaS. These SLOs are targets used by Micro Focus to deliver the service and are provided as guidelines. They in no way create a legal requirement or obligation for Micro Focus to meet these objectives.

Micro Focus will provide self-service access to Customer to the Service Level Objectives data online at <https://home.software.microfocus.com/myaccount>

### 1. Solution Provisioning Time SLO

Solution Provisioning is defined as SaaS being available for access over the internet. Micro Focus targets to make SaaS available within two (2) business days of Customer's purchase order (PO) for SaaS being booked within the Micro Focus order management system.

Customer is responsible for installing, configuring, deploying, updating, and paying any additional fees (if required) for any additional on-premise components for its applications. Any on-premise components of the solution are not in scope of the Solution Provisioning Time SLO.

Additionally, the import of Customer data into the application is not in scope of the Solution Provisioning Time SLO.

### 2. Measurement Method

Solution Uptime shall be measured by Micro Focus using Micro Focus monitoring software running from a minimum of four global locations with staggered timing.

On a quarterly basis, Solution Support Uptime 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.

### Boundaries and Exclusions

Solution Uptime shall not apply to or include any time during which SaaS is unavailable in connection with any of the following (specifically, the number of hours of unavailability in the measured period per the Measurement Method section above due to the following shall not be included in either the numerator or the denominator for the measurement):

- Overall Internet congestion, slowdown, or unavailability
- Unavailability of generic Internet services (e.g., DNS servers) due to virus or hacker attacks
- Force majeure events
- 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 SaaS Upgrades

## Online Support Availability SLO

Online Support Availability is defined as the SaaS support portal <https://home.software.microfocus.com/myaccount> being available for access and use by Customer over the Internet. Micro Focus targets to provide Customer access to the SaaS support portal on a twenty-four hour, seven days a week (24x7) basis at a rate of 99.9% (“Online Support Uptime”).

### 1. Measurement Method

Online Support Uptime shall be measured by Micro Focus using Micro Focus monitoring software running from a minimum of four global locations with staggered timing. On a quarterly basis, Online Support Uptime 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.

### 2. Boundaries and Exclusions

Online Support Uptime shall not apply to or include any time during which the SaaS support portal is unavailable in connection with any of the following (specifically, the number of hours of unavailability in the measured period per the Measurement Method section above due to the following shall not be included in either the numerator or the denominator for the measurement):

- Overall Internet congestion, slowdown, or unavailability
- Unavailability of generic Internet services (e.g., DNS servers) due to virus or hacker attacks
- Force majeure events
- Actions or inactions 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 SaaS Upgrades

## Initial SaaS Response Time SLO

The Initial SaaS Response Time refers to the support described herein. It is defined as the acknowledgment of the receipt of Customer’s request and the assignment of a case number for tracking purposes. Initial SaaS Response will come as an email to the requester and include the case number and links to track it using Micro Focus online customer portal. The Initial SaaS Response Time covers both service request and support requests. Micro Focus targets to provide the Initial SaaS Response no more than one hour after the successful submission of Customer’s request.

## SaaS Support SLOs

There are two types of SaaS Support SLOs: Service Request and Support Request SLOs.

- The Service Request SLO applies to the majority of routine system requests. This includes functional system requests (product add/move/change), informational, and administrative requests.
- The Support Request SLO applies to issues that are not part of the standard operation of the service and which causes, or may cause, an interruption to or a reduction in the quality of that service.

The Response and Resolution Targets are provided as guidelines and represent typical request processing by Micro Focus SaaS support teams. They in no way create a legal requirement or obligation for Micro Focus to respond in the stated time. The Response and Resolution Targets, including their scope and determining factors (such as impact and urgency), are further described at <https://home.software.microfocus.com/myaccount/slo/>.

## Termination Data Retrieval Period SLO

The Termination Data Retrieval Period is defined as the length of time in which Customer can retrieve a copy of their Customer-provided SaaS Data from Micro Focus. Micro Focus targets to make available such data for download in the format generally provided by Micro Focus for 30 days following the termination of the SaaS Order Term.

## Service Level Commitments

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. Solution Availability SLA

Solution Availability is defined as the SaaS production application being available for access and use by Customer over the Internet. Micro Focus will provide Customer access to the SaaS production application on a twenty-four hour, seven days a week (24x7) basis at a rate of 99.9 % ("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 four 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 to or include any time during which SaaS is unavailable in connection with any of the following (specifically, the number of hours of unavailability in the measured period per the Measurement Method section above due to the following shall not be included in either the numerator or the denominator for the measurement):

- Overall Internet congestion, slowdown, or unavailability
- Unavailability of generic Internet services (e.g., DNS servers) due to virus or hacker attacks
- Force majeure events

- 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 SaaS Upgrades

#### 4. Reporting

Micro Focus will provide self-service access to Customer to the availability data online at <https://home.software.microfocus.com/myaccount>

In addition, Micro Focus will provide a SaaS Service Uptime Metric Report (“Uptime Metric Report”) in accordance with this Service Level Commitments section to Customer upon request. If Customer does not agree with the Uptime Metric Report, written notice of non-agreement must be provided to Micro Focus within fifteen (15 days) of receipt of the Uptime Metric Report.

#### 5. Remedies

Micro Focus’s exceeding, meeting, or failing to meet the SaaS Service Uptime Metric as measured over any quarter will be reflected in adjustments to the duration of the initial contract term for SaaS pursuant to the following schedule (“Availability SLA Service Credits”):

Quarterly SaaS Rating	Rating	Availability SLA Service Credit
Between 99.9 % - 100%	Meets Goals	Not Applicable
Between 98.0% - 99.8%	Tolerable	Five (5) day extension of the applicable SaaS Order Term at no cost to Customer
Below 98.0%	Unacceptable	Ten (10) day extension of the applicable SaaS Order Term at no cost to Customer

Quarterly SaaS Ratings below 98% shall be escalated by both parties to the Vice President (or equivalent), as outlined in this schedule. Customer must request all Availability SLA Service Credits in writing to Micro Focus within thirty (30) days of the end of the month following the end of the quarter in which the Availability SLA Service Credits are triggered and identify the support requests relating to the period where the SaaS production application was not available for access and use by the Customer over the internet.

If the Customer renews the applicable Service Order Term, Availability SLA Service Credits will be applied to extend the new Service Order Term per the above table at no additional charge.

If the Customer does not renew the applicable Service Order Term, Availability SLA Service Credits will be applied to extend the expiring Service Order Term per the above table at no additional charge.

Availability SLA Service Credits are capped at thirty (30) days per annum and represent Micro Focus’ sole obligation and Customer’s sole remedy for any failure to meet the SaaS Service Uptime Metric.

## Standard Service Requirements

### Roles and Responsibilities

This section describes general Customer and Micro Focus responsibilities relative to SaaS. 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
<b>Business Owner</b>	<ul style="list-style-type: none"><li>• Owns the business relationship between the customer and Micro Focus</li><li>• Owns the business relationship with the range of departments and organizations using SaaS</li><li>• Manages contract issues</li></ul>
<b>Project Manager</b>	<ul style="list-style-type: none"><li>• Coordinates customer resources as necessary</li><li>• Serves as the point of contact between the customer and Micro Focus</li><li>• Drives communication from the customer side</li><li>• Serves as the point of escalation for issue resolution and service-related issues</li></ul>
<b>Administrator</b>	<ul style="list-style-type: none"><li>• Serves as the first point of contact for SaaS end users for problem isolation</li><li>• Performs SaaS administration</li><li>• Provides tier-1 support and works with Micro Focus to provide tier-2 support</li><li>• Coordinates end-user testing as required</li><li>• Leads ongoing solution validation</li><li>• Trains the end-user community</li><li>• Coordinates infrastructure-related activities at the customer site</li><li>• Owns any customization</li></ul>
<b>Subject Matter Expert</b>	<ul style="list-style-type: none"><li>• Leverages the product functionality designed by Customer's SaaS administrators.</li><li>• Provides periodic feedback to the SaaS Administrator</li></ul>

### Micro Focus Roles and Responsibilities

Micro Focus Role	Responsibilities
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<b>Customer Service Centre (CSC)</b>	<ul style="list-style-type: none"> <li>• 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 SaaS</li> <li>• Provides 24x7 application support</li> </ul>
<b>Operations Staff (Ops)</b>	<ul style="list-style-type: none"> <li>• Monitors the Micro Focus systems and SaaS for availability</li> <li>• Performs system-related tasks such as backups, archiving, and restoring instances according to Micro Focus's standard practices</li> <li>• Provides 24x7 SaaS infrastructure support</li> </ul>

## 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 SaaS
- SaaS will be delivered remotely 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 import of Customer data into SaaS during the implementation requires that the information is made available to Micro Focus at the appropriate step of the solution implementation and in the Micro Focus designated format
- Customer must ensure that its administrators maintain accurate contact information with Micro Focus
- 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, SaaS is provided based on the assumption that Customer will implement and maintain the following controls in its use of SaaS:

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

## Good Faith Cooperation

Customer acknowledges that Micro Focus's ability to provide SaaS and related 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.