

Service Description

Micro Focus IT Operations Aviator Software-as-a-Service

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This Service Description document describes the components and services included in Micro Focus IT Operations Aviator (Aviator) 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

Micro Focus IT Operations Aviator SaaS (“Aviator SaaS”) is an additional Artificial Intelligence (AI) Service to extend the AI capabilities within IT Operations management (ITOM) products that are connected to this paid for service. Aviator SaaS is available for the following SaaS products:

- SMAX Express SaaS
- SMAX Premium SaaS
- AMX SaaS
- OpsBridge Premium SaaS

Micro Focus oversees the deployment, infrastructure, operation, availability, security and data protection and support of Aviator SaaS.

Hybrid Aviator

For Micro Focus customers not utilizing the SaaS products listed above, we also offer the ability for the customer to connect to Aviator SaaS from outside Micro focus SaaS (“Hybrid Aviator”). Hybrid Aviator is supported for the following Micro Focus products, hosted outside of Micro Focus SaaS:

- SMAX Express
- SMAX Premium
- AMX
- OpsBridge Premium
- OpsBridge Ultimate

Micro Focus responsibility is to provide appropriate access to Hybrid Aviator but takes no responsibility for network connectivity or bandwidth, between the customer hosting and Hybrid Aviator.

SaaS Delivery Components

SaaS Delivery Components	Included
1 production Aviator SaaS tenant	✓
1 nonproduction Aviator SaaS tenant	✓
✓ = Included	
O = Optional for an additional fee	

Architecture Components

Micro Focus deploys Aviator SaaS using a shared infrastructure platform. The shared platform is monitored for 24x7 availability, and Micro Focus provides related 24x7 infrastructure support, including application version upgrades.

Aviator SaaS for SMAX Express SaaS, SMAX Premium SaaS and AMX SaaS

On purchase of Aviator SaaS for SMAX Express SaaS, SMAX Premium SaaS and AMX SaaS, Micro Focus SaaS operations team will provision and connect Aviator SaaS tenant to customers’ existing production and non-production SaaS Tenants.

Customer should follow the instructions outlined in the product documentation to enable Aviator for users of their System. <https://docs.microfocus.com/doc/ESM/SaaS/EnableAviator>

Aviator SaaS usage is based on a monthly consumption of queries from the customer system to Aviator SaaS. An Aviator query is defined as a single transaction with an appropriate response from the Aviator SaaS and will be measured on an aggregate basis (not on an individual user basis).

The following table provides details on the number of queries per month a customer is entitled to per 1 individual license purchased of that type.

License	Number of Queries included
SMAX Aviator Foundation Pack SaaS	36,000 queries per month
SMAX Aviator 1000 End User Pack SaaS	6,000 queries per month
SMAX Aviator Agent SaaS	600 queries per month
ITOM Aviator Capacity Query Pack SaaS	10,000 queries per month

Boundaries and Exclusions

Usage of Aviator SaaS shall be governed by the following boundaries and exclusions:

- The Aviator SaaS tenant for production can only be connected to one (1) production SMAX Express SaaS, SMAX Premium SaaS or AMX SaaS tenant
- The total number of Aviator queries allowed per month to Aviator SaaS is limited to the number of purchased subscriptions
- The total Aviator queries allowed per month is reset on the on the 1st (first) of each month
- No unused Aviator queries will be carried over to a new calendar month
- Aviator SaaS tenant for non-production is limited to 25% of the number of Aviator queries provided as part of the purchased subscription
- The Aviator SaaS tenant for non-production can be connected to more than 1 (one) non-production SMAX Express SaaS, SMAX Premium SaaS or AMX SaaS tenant, however the total number of queries from all non-production tenants must not exceed 25% of the purchased subscription

Micro Focus does not install, deploy, or manage on-premise components that may be required to use Aviator SaaS. Customer is responsible for installing, configuring, deploying, updating, and paying any additional fees (if required) for any additional on-premise components for its applications.

Hybrid Aviator for SMAX Express, SMAX Premium and AMX

On purchase of Hybrid Aviator for SMAX Express, SMAX Premium and AMX, Micro Focus SaaS operations team will provision the Aviator SaaS tenants and assist customer through the steps to connect the customers Micro Focus product hosted outside of Micro Focus SaaS.

Customer should follow the instructions outlined in the product documentation to configure the connection and enable Aviator for users of their System.

<https://docs.microfocus.com/doc/SMAX/latest/GetStartedAviator>

Aviator SaaS usage is based on a monthly consumption of queries from the customer system to Aviator SaaS. An Aviator query is defined as a single transaction with an appropriate response from Aviator SaaS and will be measured on an aggregate basis (not on an individual user basis).

The following table provides details on the number of queries per month a customer is entitled to per 1 individual license purchased of that type.

License	Number of Queries included
SMAX Aviator Foundation Pack SaaS	36,000 queries per month
SMAX Aviator 1000 End User Pack SaaS	6,000 queries per month
SMAX Aviator Agent SaaS	600 queries per month
ITOM Aviator Capacity Query Pack SaaS	10,000 queries per month

Boundaries and Exclusions

Usage of Hybrid Aviator shall be governed by the following boundaries and exclusions:

- The Aviator SaaS tenant for production can only be connected to one (1) production SMAX Express, SMAX Premium or AMX tenant hosted outside of Micro Focus SaaS
- The total number of Aviator queries allowed per month to Aviator SaaS is limited to the number of purchased subscriptions
- The total Aviator queries allowed per month is reset on the on the 1st (first) of each month
- No unused Aviator queries will be carried over to a new calendar month
- Aviator SaaS tenant for non-production is limited to 25% of the number of Aviator queries provided as part of the purchased subscription
- The Aviator SaaS tenant for non-production can be connected to more than 1 (one) non-production SMAX Express, SMAX Premium or AMX tenant hosted outside of Micro Focus SaaS, however the total number of queries from all non-production tenants must not exceed 25% of the purchased subscription

Micro Focus does not install, deploy, or manage on-premise components that may be required to use Aviator SaaS. Customer is responsible for installing, configuring, deploying, updating, and paying any additional fees (if required) for any additional on-premise components for its applications.

Aviator SaaS for Operations Bridge Premium SaaS

On purchase of Aviator SaaS for Operations Bridge Premium SaaS, Micro Focus SaaS operations team will provision and connect Aviator SaaS to customers' existing production and non-production OpsBridge Premium SaaS Tenants.

Customer should follow the instructions outlined in the product documentation to enable Aviator for users of the System.

<https://docs.microfocus.com/doc/OBS/SaaS/EnblAviator>

Aviator SaaS usage is based on a monthly consumption of queries from the customer system to Aviator SaaS. An Aviator query is defined as a single transaction with an appropriate response from Aviator SaaS and will be measured on an aggregate basis. Customer is entitled to use Aviator SaaS for the subscribed number of units which should match to the number of OpsBridge units in a customer's existing contract.

The following table provides details on the number of queries per month a customer is entitled to per 1 individual license purchased of that type.

License	Number of Queries included
IT Operations Aviator with AIOps Unit SaaS	3 queries per month

Boundaries and Exclusions

Usage of Aviator SaaS shall be governed by the following boundaries and exclusions:

- The Aviator SaaS tenant for production can only be connected to one (1) production OpsBridge Premium SaaS tenant
- The total number of Aviator queries allowed per month to Aviator SaaS is limited to the number of purchased subscriptions
- The total Aviator queries allowed per month is reset on the on the 1st (first) of each month
- No unused Aviator queries will be carried over to a new calendar month
- Aviator SaaS tenant for non-production is limited to 25% of the number of Aviator queries provided as part of the purchased subscription
- The Aviator SaaS tenant for non-production can be connected to more than 1 (one) non-production OpsBridge Premium SaaS tenant, however the total number of queries from all non-production OpsBridge Premium SaaS tenants must not exceed 25% of the purchased subscription or 5000 units (lower of 25% and 5000 units)

Micro Focus does not install, deploy, or manage on-premise components that may be required to use Aviator SaaS. Customer is responsible for installing, configuring, deploying, updating, and paying any additional fees (if required) for any additional on-premise components for its applications.

Hybrid Aviator for OpsBridge Premium and OpsBridge Ultimate

On purchase of Hybrid Aviator for OpsBridge Premium and OpsBridge Ultimate, Micro Focus SaaS operations team will provision the Aviator SaaS connection and assist customer through the steps to connect the customers Micro Focus product hosted outside of Micro Focus SaaS.

Customer should follow the instructions outlined in the product documentation to configure the connection and enable Aviator for users of the System.

https://docs.microfocus.com/doc/Operations_Bridge_Manager/latest/EnblAviator

Aviator SaaS usage is based on a monthly consumption of queries from the customer system to Aviator SaaS. An Aviator query is defined as a single transaction with an appropriate response from Aviator SaaS and will be measured on an aggregate basis. Customer is entitled to use Aviator SaaS for the subscribed number of units which should match to the number of OpsBridge units in a customer's existing contract.

The following table provides details on the number of queries per month a customer is entitled to per 1 individual license purchased of that type.

License	Number of Queries included
IT Operations Aviator with AIOps Unit SaaS	3 queries per month

Boundaries and Exclusions

Usage of Hybrid Aviator shall be governed by the following boundaries and exclusions:

- The Aviator SaaS tenant for production can only be connected to one (1) production OpsBridge Instance
- The total number of Aviator queries allowed per month to Aviator SaaS is limited to the number of purchased subscriptions
- The total Aviator queries allowed per month is reset on the on the 1st (first) of each month
- No unused Aviator queries will be carried over to a new calendar month
- Aviator SaaS tenant for non-production is limited to 25% of the number of Aviator queries provided as part of the purchased subscription
- The Aviator SaaS tenant for non-production can be connected to more than 1 (one) non-production OpsBridge instance, however the total number of queries from all non-production OpsBridge Premium SaaS tenants must not exceed 25% of the purchased subscription or 5000 units (lower of 25% and 5000 units)

Micro Focus does not install, deploy, or manage on-premise components that may be required to use Aviator SaaS. Customer is responsible for installing, configuring, deploying, updating, and paying any additional fees (if required) for any additional on-premise components for its applications.

Artificial Intelligence Technologies

The services and/or products provided by Micro Focus may include and/or enable the use of predictive algorithms, generative artificial intelligence, and/or other components commonly referred to as artificial intelligence technologies (“**AI Components**”), all of which may be provided by third parties (see subsection (e), below). Customer agrees to the following:

(a) The AI Components may use or analyze Customer data based on parameters that have been determined, identified, and/or defined by Customer. Customer’s choice of parameters and the types of Customer data which are input (“**Inputs**”) into the relevant services and/or products may include assumptions, biases and limitations which will affect the effectiveness, quality, relevance, and accuracy of the outputs.

(b) The quality of the outputs resulting from AI Components (“**Outputs**”) depends on the quality of the Inputs. The quality of the Inputs is the sole responsibility of Customer.

(c) Use of AI Components does not replace decision-making and judgement by natural individuals. The AI Components are intended to provide additional knowledge to support such decision making and judgement. Customer remains solely responsible for any decisions taken and judgements as a result of the Outputs. Customer agrees that Micro Focus shall have no liability resulting from (i) the creation and/or use of the Outputs, and/or (ii) any decisions resulting from the use of the Outputs.

(d) With regard to AI Components that use large language models and other technology affiliated with generative artificial intelligence, the nature of the technology limits, and Micro Focus does not guarantee, (i) the protection of the privacy, (ii) rights to use, and/or (iii) the accuracy of Outputs.

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(e) Access to and use of any third-party services and/or products including and/or enabling AI Components may be subject to Customer agreeing to additional terms as notified to Customer or its user(s) at the time of order, installation, enablement, access, or use of the relevant third-party service/product.

(f) Micro focus shall be entitled to use, develop or share its experience and knowledge (including processes, ideas, statistical and other information) acquired by it in connection with the services and/or products (“**Service Statistics**”) provided that any such use of the Service Statistics by Micro Focus is in a manner or form whereby (i) the Customer is not identified as a source of any such Service Statistics; and (ii) any data arising from the Service Statistics is anonymized.

(g) Applicable laws may provide for additional requirements concerning the use of AI Components in certain contexts, services, or projects. Customer is solely responsible for identifying and complying with the requirements applicable to the implementation and use of the relevant services and products (including AI Components) in Customer’s processes.

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 Customer directly or coordinate delivery of this support.

Aviator SaaS is an extension to the customers’ existing purchased Micro focus Products, customers should utilise their existing online support function for any issues related to usage of Aviator within the product.

Online support related to the Aviator SaaS (availability, connectivity) is available from the support portal (PCS): <https://pcs.saas.microfocus.com>

As part of the onboarding process, it is Customers’ responsibility to provide details of users that require access to the support portal (PCS). These initial users will have an account created and can manage access for themselves and others to the support portal for Customer’s Aviator SaaS.

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.

Activity	Aviator SaaS
Customer Management	✓
Email and Online Notifications	✓
On-boarding Introduction meeting, handover of product and support materials, verification of online access to PCS	✓
Version Updates Major version updates	✓ ¹

Service Reviews	
Meeting reviewing service quality, and to provide feedback on improvements required	Yearly
Assisting with the implementation / configuration and tailoring	Available at additional cost
Availability SLA	99.9%

¹ Notifications regarding release updates to Aviator SaaS will include details of any associated release readiness webinar, and online documentation which will detail the updates and new features in the planned release.

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.

Capacity and Performance Management

The architecture allows for addition of capacity to applications, databases, and storage.

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

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 SaaS Data for Customer following an outage or similar loss of service for SaaS.

SaaS Data

The following types of SaaS Data reside in the SaaS environment:

- **Knowledge Supporting Data:** This is data loaded by a customer into their Micro Focus product (for example knowledge Articles, product support documentation into SMAX), that once Aviator is enabled, is synchronized from their Micro focus product to Aviator SaaS.

Micro Focus does not add any specific customer related data into Aviator SaaS provided to a customer as part of the Aviator SaaS offering, and any data highlighted above is done so by the customer.

Backups

Aviator SaaS 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 service in case of a disaster. Availability zones (AZs) are distinct geographical locations that are engineered to be insulated from failures in other AZs.

Micro Focus performs a backup of the Aviator SaaS components and Data every 6 hours with a 24-hour recovery point objective (RPO). Micro Focus retains each backup for the most recent seven (7) days. The backup data is replicated to a protected vault within the same AWS Region as the Customer's running service.

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.

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.

Aviator SaaS 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 Aviator SaaS within 24 hours (Recovery Time Objective, RTO) following Micro Focus's declaration of a disaster.

SaaS Security

Micro Focus maintains an information and physical security program designed to protect the confidentiality, availability, and integrity of 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 SaaS Data accessible only by authorized Micro Focus personnel who have a legitimate business need for such access:

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- 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
- 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 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 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.

Micro Focus Employees and Subcontractors

Micro Focus requires that all employees involved in the processing of SaaS Data are authorized personnel with a need to access the 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 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 refer to customer any queries from data subjects in connection with 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 one (1) monthly four (4) hour window (Scheduled to occur on Sunday in the 00:00 to 23:00 Greenwich Mean Time, the exact 4-hour time block is dependent on the location of the Aviator SaaS farm location). 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.

Hybrid Aviator Customer Environment Updates

To get the full use of the Aviator Capability customers, who are utilizing Hybrid Aviator must ensure that they keep their Micro focus Products, hosted outside of Micro focus SaaS up to date.

SMAX Express, SMAX Premium and AMX customers

The Product version installed must be compatible with the Aviator SaaS version, and it is the Customer responsibility to install and maintain their own environment and to apply updates in a timely manner to keep the Product version synchronized with the version of Aviator SaaS.

Customer product installation outside of Micro focus SaaS updates may be done by Customer at any time and do not require advance notice with Micro Focus.

If Customer does not apply the product update within six (6) months of an Aviator SaaS version update, Customer's Aviator Service will no longer function and will require the customer to update the product version to restore Aviator functionality.

OpsBridge Premium, OpsBridge Ultimate customers

The Operations Bridge Manager product version must be compatible with the Aviator SaaS version, and it is the customer responsibility to install and maintain their own environment and to apply updates in a timely manner to keep the Product version synchronized with the version of Aviator SaaS.

Updates to the customer product outside of Micro Focus SaaS may be done by the customer at any time and do not require advance notice to Micro Focus.

If customer does not update to the compatible version within six (6) months of an Aviator SaaS version update, customer's Aviator service will no longer function and will require the customer to update the product version to restore the Aviator functionality.

Service Decommissioning

Upon 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.

Micro Focus will make available to Customer any 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://pcs.saas.microfocus.com>

Solution Provisioning Time SLO

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

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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.

For Hybrid Aviator customers, the exchange of customer connectivity details and configuration of Security Web Application firewall (WAF) rules are not in scope of the Solution Provisioning Time SLO

Additionally, the synchronization of Customer data into Aviator SaaS is not in scope of the Solution Provisioning Time SLO.

Online Support Availability SLO

Online Support Availability is defined as the SaaS support portal <https://pcs.saas.microfocus.com> 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").

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.

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://pcs.saas.microfocus.com>.

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 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.

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
Business Owner	<ul style="list-style-type: none">• Owns the business relationship between the customer and Micro Focus• Owns the business relationship with the range of departments and organizations using SaaS• Manages contract issues
Project Manager	<ul style="list-style-type: none">• Coordinates customer resources as necessary• Serves as the point of contact between the customer and Micro Focus• Drives communication from the customer side• Serves as the point of escalation for issue resolution and service-related issues
Administrator	<ul style="list-style-type: none">• Serves as the first point of contact for SaaS end users for problem isolation• Performs SaaS administration

	<ul style="list-style-type: none"> • Provides tier-1 support and works with Micro Focus to provide tier-2 support • Coordinates end-user testing as required • Leads ongoing solution validation • Trains the end-user community • Coordinates infrastructure-related activities at the customer site • Owns any customization
Subject Matter Expert	<ul style="list-style-type: none"> • Leverages the product functionality designed by Customer's SaaS administrators. • Provides periodic feedback to the SaaS Administrator

Micro Focus Roles and Responsibilities

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

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 support 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 Order 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

Service Description IT Operations Aviator

- 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.