# **Service Description**

Micro Focus OpScope Software as a Service

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This Service Description document describes the components and services included in Micro Focus OpScope 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 <a href="https://www.microfocus.com/en-us/legal/software-licensing">https://www.microfocus.com/en-us/legal/software-licensing</a>. Capitalized terms used but not defined herein shall have the meanings set forth in the SaaS Terms.

#### **Standard Service Features**

#### **High Level Summary**

OpScope is a native cloud application that delivers a unified application and service status view for cloud and on-premises infrastructure. It provides essential and advanced cloud monitoring, discovery of services, collection of metrics, out-of-the-box thresholds that generate events, and a set of out-of-the-box performance dashboards, reports, and subject matter expert troubleshooting workflows. OpScope also provides agentless monitoring of on-premises resources (such as infrastructure, databases, middleware, networks, etc.) and Web Application URL, Transaction, and REST endpoint monitoring.

## **SaaS Service Delivery Components**

| SaaS Delivery Components  | Included |
|---|----------|
| One OpScope production tenant                                     | <b>✓</b> |
| One OpScope non-production tenant                                 | <b>✓</b> |
| Two (2) years daily aggregation in OPTIC Data Lake data retention | <b>✓</b> |
| One (1) TB monthly of data extraction (egress) from OpsB-SaaS     | <b>~</b> |
| OpsB-SaaS Integration Hub   | 0        |
| Capacity extension to OPTIC Data Lake                             | 0        |
| Additional data extraction (egress) from OpsB-SaaS                | 0        |
| Analytics Add-on  | O        |
| ✓ = Included  |          |
| O = Optional for an additional fee                                |          |

#### **SaaS Operational Services**

| SaaS Operational Services                  | Included |
|--|----------|
| Onboarding                                 | <b>✓</b> |
| Customer Success Management (CSM) Meetings | <b>✓</b> |
| Product Support                            | <b>✓</b> |
| Service Health portal                      | <b>✓</b> |
| ✓ = Included                               |          |

#### **Architecture Components**

Micro Focus deploys OpScope, monitors the system for 24x7 availability, and provides related 24x7 infrastructure support, including application version upgrades. Customer accesses OpScope application through the Internet (HTTPS).

OpScope is a native cloud application that delivers essential and advanced cloud monitoring. It provides discovery of services, collection of metrics, out-of-the-box thresholds that generate events, and a set of out-of-the-box Performance Dashboards.

SiteScope – on-premises agentless monitoring application that integrates with OpScope. It provides agentless web application monitoring (URL, Rest endpoints, Transactions) and essential infrastructure component monitoring of on-premise components. SiteScope integrates alerts and metrics with OpScope in a unified Application & Service Status dashboard that combines both cloud and off-cloud visibility for hybrid solutions. SiteScope integrates alerts and metrics with OpScope in a unified Application & Service Status dashboard that combines both cloud and off-cloud visibility for hybrid solutions.

It includes the Operations Bridge Manager (OBM) component to manage and understand the threshold alerts.

Customer may choose to integrate OpScope with a compatible version of Micro Focus Operations Bridge (OpsB) on-premise licensed separately by Customer. Customer is responsible to install, configure and update this on-premise component.

Compatibility information and the documentation for integrating is available in <a href="https://docs.microfocus.com/doc/OBS/SaaS/Home">https://docs.microfocus.com/doc/OBS/SaaS/Home</a>

One (1) OpScope unit maps to one (1) Cloud Service Infrastructure instance monitored using OpScope. Cloud Service Infrastructure instance can be one of the following: EC2, EC2 ASG, ELB, EBS, S3, RDS, SNS, SQS, ECR, EKS, Azure Virtual Machine, Virtual Machine Scale Set, Container Registry, Load Balancer, etc.

Or

One (1) OpScope unit maps to the following SiteScope agentless monitoring elements:

- 1 Unit for 1 node monitored SiteScope OR
- 1 Unit for URL Monitoring using SiteScope for 10 URLs (includes monitors of the following type: URL, URL Content, URL List, URL Sequence, Web Service, Link Check, XML Metrics) OR
- 1 Unit for Basic Transaction Monitoring using SiteScope for 5 Transactions

No additional licenses are required for integrating with the on-premise Operation Bridge. Integration of OpScope events into on-premise Operations Bridge is included with the OpScope service.

The OpScope non-production instance supports maximum 500 nodes.

Micro Focus does not operate third-party integrations on behalf of the Customer and will not commit to any SLO for these components.

Customer may purchase the following capabilities for an additional fee:

- SaaS Analytics Add-On is an optional component (sold separately) that brings advanced analytics capabilities to SaaS. Analytics Add-on sold by units and the unit quantity must match the unit quantity of the SaaS service to which it is applied.
- OpScope Analytics Add-on includes the right to use Operations Bridge Auto Event Correlation (AEC), Anomaly Detection, Multivariate Anomaly Detection (MVAD), and Operations Bridge Analytics (OBA) anomaly detection.

#### **Application Administration**

Customer accesses OpScope using a supported web browser and the URL provided to them. Micro Focus SaaS Operations team will create the necessary roles, groups, and users for Customer to access OpScope.

Users with administrative rights will be able to access select administration pages and command line tools to configure OpScope capabilities and to integrate data sources into OpScope. Micro Focus reserves the right to determine which administrative features will be made available in the OpScope instance.

Users with administrative rights will be able use the SiteScope local desktop client to configure SiteScope monitors and perform SiteScope administration tasks.

Customer should open a ticket with Micro Focus SaaS Operations team to execute tasks such as, but not limited to configurations, unlocking user accounts, and attribute customizations.

#### **Service Support**

Customer may contact Micro Focus through a variety of methods such as online support tickets or telephone. The Micro Focus Support Team will either provide support to the Customer directly or coordinate delivery of this support.

Support for OpScope is available at: https://pcs.saas.microfocus.com

Support for on-prem OpsB is available at: https://www.microfocus.com/en-us/support

OpScope includes an extensive online contextual help to aid with tailoring and configuration to align with your business requirements. Full documentation of the capabilities of OpScope, and the optional capabilities outlined in this service description is available at: <a href="https://docs.microfocus.com/itom/OBS:SaaS/GetStarted">https://docs.microfocus.com/itom/OBS:SaaS/GetStarted</a>

As part of the Micro Focus Operations Bridge community, you can get additional assistance and aid from your peers as well as get access to live and recorded webinars (practitioner forum series). Micro Focus Operations Bridge community is available at: <a href="https://community.microfocus.com/it\_ops\_mgt/ops\_bdg/">https://community.microfocus.com/it\_ops\_mgt/ops\_bdg/</a>

Your suggestions for enhancements to OpScope are important to us. 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/ops bdg/i/opsbridge 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 OpScope. The Customer will maintain a list of authorized users who may contact Micro Focus for support. The Customer's authorized users may contact Micro Focus for support via the Web portal or the Telephone 24 hours a day, 7 days a week.

#### **Activity**

| Customer Success Management  | <b>✓</b>   |
|--|------------|
| Email and Online Notifications   | <b>✓</b>   |
| On-boarding: Kick-off meeting, handover of product and support materials, verification of online access, scope validation and service goals, discussion of training requirements                   | <b>✓</b>   |
| Version Updates: Major version updates, minor version updates, patches, and security fixes. Notification period according to notification timelines via release notes and help resources available | <b>√</b> 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%                        |

<sup>&</sup>lt;sup>1</sup>Notifications regarding release updates to OpScope will be provided via email.

## **Service Monitoring**

Micro Focus monitors the availability of OpScope components deployed in SaaS 24x7. Micro Focus uses a centralized notification system to deliver proactive communications about application changes, outages, and scheduled maintenance.

As part of the OpScope offering, we also include a Service Health portal which allows the Customer to see:

- Current availability of the OpScope environment
- Details of any upcoming planned maintenance
- Outage reports for any incidents that have been identified by our support teams
- Historical SLO data

The Link to Service Health portal for your tenant will be provided as part of your onboarding to Micro Focus SaaS. Details are also available via the support portal: <a href="https://pcs.saas.microfocus.com">https://pcs.saas.microfocus.com</a>.

Any on-premise component, not within the sole control of Micro Focus, is Customer's sole responsibility. Micro Focus does not commit to any SLO for the on-premise components.

## **Capacity and Performance Management**

The architecture used by OpScope allows for addition of capacity to applications, databases, and storage as required to support the services provided and additional fees may apply.

## **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 Customer of OpScope and access to OpScope Customer data, following an outage or similar loss of service.

#### SaaS Data

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

- Customer authorized user details (for instance, customer administrator users, operator users)
- Configuration information that may include credentials necessary for integrations with cloud providers, service management tools, customer provided business intelligence tools, certificates necessary to trust connectivity with on-premise Operations Bridge points of presence
- Resulting information collected during product feature use such as events, topology, metrics, health indicators, KPI status
- Reports, dashboards, and reporting data

Audit logs

The customer will work with Micro Focus SaaS support for user creation and integration configurations.

Data retention in the OPTIC Data Lake, component of OpScope, is governed by the following:

- Raw data (5-minute interval, 5-minute sample) will be retained for 14 days
- Hourly aggregation will be retained for 90 days
- Daily aggregation will be retained for 730 days

The Data Backup Frequency is one (1) day and Micro Focus will perform necessary daily backup of the database and related storage systems (including configuration data) for OpScope instance. The Backup Retention Time is seven (7) days, meaning Micro Focus retains each daily backup for the most recent seven (7) days ("Data Retention Time").

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. Micro Focus will be unable to restore any data not included in the database (for example not properly entered by the user, lost, or corrupted etc.) at the time of backup or if Customer's request comes after the Data Retention Time of such backup. As such, Micro Focus cannot guarantee no data loss.

#### **Disaster Recovery**

#### **Business Continuity Plan**

Micro Focus SaaS continuously evaluates different risks that might affect the integrity and availability of OpScope. 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.

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

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

#### **Backups**

Micro Focus SaaS performs backups of OpScope databases and application configurations with a six (6) hours recovery point objective (RPO). Backups are performed using cloud-based technology across multiple regions. The integrity of backups is validated by (1) real time monitoring of the storage snapshot process for system errors, and (2) and 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 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:

- Secure user identification and authentication protocols
- Authentication of Micro Focus personnel in compliance with Micro Focus standards and in accordance with ISO27001 guidelines
- 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 are only used for the purpose of performing administrative activities
- Each account with administrative privileges is traceable to a uniquely identifiable individual
- All access to computers and servers is authenticated and within the scope of an employee's job function
- Various logs are collected and maintained, such as logs that can link users to actions in the Micro Focus SaaS environment
- Access to log information is restricted based on user roles and the "need-to-know"
- Using shared accounts is prohibited

#### **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.

#### **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, and content-based inspection in order 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 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 OpScope. 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, 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 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 <a href="mailto:softwaresoc@microfocus.com">softwaresoc@microfocus.com</a>.

## **Micro Focus Employees and Subcontractors**

Micro Focus requests 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 requests 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 Customers 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) hour window (Scheduled to occur on Sunday in the 00:00 to 23:00 Greenwich Mean Time, the exact 2-hour time block is dependent on the location of the Operations Bridge – SaaS instance) and one (1) monthly eight (8) hour window (Scheduled to occur on Sunday in the 00:00 to 23:00 Greenwich Mean Time, the exact 8-hour block is dependent on the location of the Operations Bridge – SaaS instance). 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. In the rare event where, Micro Focus needs to make an emergency change requiring a downtime outside of those planned maintenance windows, the customers will be notified as soon as possible.

#### **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**

Upon expiration or termination of the SaaS Order Term, Micro Focus may disable all Customer access to OpScope, 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 the services that SaaS provides to its customers. 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 always meet these objectives.

Micro Focus will provide self-service access to Customer to the Service Level Objectives data online at <a href="https://pcs.saas.microfocus.com">https://pcs.saas.microfocus.com</a>.

#### **Solution Provisioning Time SLO**

Solution Provisioning is defined as OpScope solution being available for access over the internet. Micro Focus targets to make OpScope available within seven (7) business days of the Customer's Order being booked within the Micro Focus order management system.

Customer is responsible for installing and configuring any additional on-premise components for their applications. Any on-premise components of the solution are not in scope of the Solution Provisioning Time SLO. Additionally, third party tool integration, and the import of Customer data into the application are not in scope of the Solution Provisioning Time SLO.

#### **Online Support Availability SLO**

Online Support Availability is defined as the Micro Focus SaaS support portal being available for access and use by Customer and its Authorized Users over the Internet. Micro Focus targets to provide Customer access to the Micro Focus 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 any of the following exceptions:

- 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 agreement
- 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

## **Initial SaaS Response Time SLO**

The Initial SaaS Response Time refers to the Service Support described herein. It is defined as the acknowledgment of the receipt of a customer 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 a Customer 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 always 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 <a href="https://pcs.saas.microfocus.com">https://pcs.saas.microfocus.com</a>.

#### **Termination Data Retrieval Period SLO**

The Termination Data Retrieval Period is defined as the length of time in which the Customer can retrieve a copy of their Customer 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**

#### SaaS Availability SLA

SaaS availability is 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 % ("Target Service Availability" or "TSA").

#### **Measurement Method**

TSA 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 TSA will be measured using the measurable hours in the quarter (total time minus Downtime Exclusions) 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.

#### **Downtime Exclusions**

TSA 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
- Outages caused by disruptions attributable to force majeure events (i.e., unforeseeable events outside
  of Micro Focus' reasonable control and unavoidable even by the exercise of reasonable care
- Customer-caused outages or disruptions
- Outages not caused by Micro Focus or not within the control of Micro Focus (i.e., unavailability due to problems with the Internet), unless caused by Micro Focus' service providers

- Unavailability due to Customer equipment or third-party computer hardware, software, or network infrastructure not within the sole control of Micro Focus
- Scheduled maintenance activities
- Scheduled SaaS Upgrades
- Customer exceeding the service restrictions, limitations or parameters listed in this Service Description and/or the Order
- Unavailability due to customizations made to the Micro Focus SaaS which are not validated, reviewed, and approved in writing by both parties
- System downtime requested by Customer
- Suspensions of the Micro Focus SaaS by Micro Focus as a result of Customer's breach of the SaaS
   Terms

## Reporting

Micro Focus will provide self-service access to Customer to the availability data online at https://pcs.saas.microfocus.com

In addition, Micro Focus will provide an Actual Service Availability Report ("ASA Report") in accordance with this Service Level Commitments section to Customer upon request. If Customer does not agree with the ASA Report, written notice of non-agreement must be provided to Micro Focus within fifteen (15 days) of receipt of the ASA Report.

#### **Remedies for Breach of Service Levels**

- **i. Sole remedy.** Customer's rights described in this section state Customer's sole and exclusive remedy for any failure by Micro Focus to meet the agreed service levels.
- **ii. Escalation.** Quarterly ASA below 98% shall be escalated by both parties to the Vice President (or equivalent).
- iii. Credits. Subject to the terms herein, Micro Focus will issue a credit reflecting the difference between the measured ASA for a quarter is less than the TSA. ("Remedy Percent"). For clarity, several example calculations using this formula are illustrated in the table below:

| Target Service Availability (TSA) | Actual Service<br>Availability | Result    | Remedy Percent |
|-----------------------------------|--------------------------------|-----------|----------------|
| 99.9 %                            | 99.9%                          |           | Not Applicable |
| 99.9%                             | 94.9%                          | 5% missed | 5%             |
| 99.9%                             | 90.9%                          | 9% missed | 9%             |

Customer must request credits in writing to Micro Focus within ninety (90) days of receipt of the ASA Report resulting in such credit 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. Micro Focus shall apply the requested credits on a quarterly basis.

# **Standard Service Requirements**

#### **Roles and Responsibilities**

This section describes general Customer and Micro Focus responsibilities relative to the OpScope 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                         | <ul> <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>   |  |
| Project Manager                        | <ul> <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>  |  |
| Administrator                          | <ul> <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> |  |
| Subject Matter Expert                  | <ul> <li>Leverages the product functionality designed by SaaS administrators.</li> <li>Provides periodic feedback to OpScope Service Administrator</li> </ul>   |  |
| Micro Focus Roles and Responsibilities |   |  |
| Micro Focus Role                       | Responsibilities  |  |
| Customer Service Centre (CSC)          | <ul> <li>Primary point of contact for service requests. The customer can<br/>contact the Service Operations Center for all services such as</li> </ul>  |  |

support and maintenance, or issues regarding availability of SaaS

Provides 24x7 application support

#### **Operations Staff (Ops)**

- 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 OpScope
- OpScope 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 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 SaaS
- Customer has determined, selected, and will use options such as information security controls, connectivity options, and business continuity, backup, and archival options, in the Customer environment that are appropriate to meet its requirements
- Customer will establish and follow secure practices for individual account-based access for accountability and traceability
- Customer must update their on-prem components, and these components must be compatible with the current OpScope version. Compatibility information is available in <a href="https://docs.microfocus.com/doc/OBS/SaaS/Home">https://docs.microfocus.com/doc/OBS/SaaS/Home</a>

Furthermore, OpScope is provided based on the assumption that Customer will implement and maintain the following controls in its use of OpScope:

- Configuring Customer's browser and other clients to interact with OpScope
- Configuring Customer's network devices to access OpScope
- Appointing authorized users
- Configuring its OpScope 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 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.