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Service Description

# Service Description

## Service Virtualization on Software-as-a-Service

August 2023

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This Service Description describes the components and services included in Micro Focus Service Virtualization on Software-as-a-Service (which also may be referred to as “SV SaaS” or “SaaS”). Unless otherwise agreed to in writing this Service Description 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

SV SaaS is a remotely delivered engagement that provides to Customer a Service Virtualization license management server that issues and manages licenses used by other Service Virtualization components installed by Customer. Micro Focus oversees the configuration and implementation of the Service Virtualization license management server on SaaS and delivers ongoing infrastructure, application, and support service remotely.

### SaaS Service Delivery Components

SaaS Delivery Components	
One Micro Focus SV SaaS license management server	✓

### Architecture Components

#### SV SaaS

Micro Focus deploys SV SaaS using shared infrastructure platform, monitors the system for 24x7 availability, and provides related 24x7 infrastructure support, including application version upgrades. Customer accesses SV SaaS through the Internet (HTTPS). In addition, Micro Focus provides ongoing expertise to assist Customer with utilizing and maintaining SV SaaS over time. Micro Focus provisions the service on a shared infrastructure, including network, hardware, and software that are necessary to support SV SaaS.

Micro Focus does not install, deploy, or manage on-premise components that may be required to use SV SaaS.

### 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 is available at: <https://home.saas.microfocus.com/myaccount>

Product support is available from the Micro Focus Service Virtualization Community at: [https://admhelp.microfocus.com/sv/en/5.4/Help/Content/Resources/TopNav/TopNav\\_Home.htm](https://admhelp.microfocus.com/sv/en/5.4/Help/Content/Resources/TopNav/TopNav_Home.htm)

Additional custom support, education or services can be purchased via FlexCare credits: <https://www.microfocus.com/en-us/services/flexible-credits>

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 SV 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

Customer Success Manager Services	✓
Technical Enablement and Pre-recorded enablement videos	✓
Email and Online Notifications	✓
Regular Service Reviews to review service quality and to provide feedback on improvements required	✓
Regular Adoption Reviews to plan how best to adopt product features and best practices based on your business objectives.	✓

✓ = Included

## 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.saas.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.

## Disaster Recovery

### 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.

### 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 is 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) 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 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 Micro Focus SaaS environment
- Collection and maintenance of log audits for the application, OS, DB, network, and security devices according to the baseline requirements identified
- Restriction of access to log information based on user roles and the "need-to-know"
- 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 SV 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 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 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) 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 SV 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 as part of SV SaaS unless the SaaS Upgrade introduces new functionality that Micro Focus offers on an optional basis for an additional fee.

Micro Focus will use the Scheduled Maintenance windows defined herein to apply the most recent service packs, hot fixes, and minor versions updates to SaaS. To enable Customers to plan for scheduled major version updates by Micro Focus, Micro Focus will be scheduling major version updates at least two (2) weeks in advance. However, if Micro Focus does not receive Customer’s cooperation in achieving the SaaS Upgrade in a timely manner, Micro Focus reserves the right to charge additional fees for that are related to Customer’s SaaS instance remaining on a version that is beyond the “end of support” period. Customer also understands that this status may prevent the most recent patches from being applied to its SV SaaS solution, and that the availability, performance, and security of SV SaaS as described in this Service Description may be impacted as a result.

## 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 the Termination Data Retrieval Period SLO

section. 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 always meet these objectives.

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

### Solution Provisioning Time SLO

Solution Provisioning is defined as SV SaaS being available for access over the internet. Micro Focus targets to make SV SaaS available within five (5) business days of the Customer's Order 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 his 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.

### Solution Availability SLO

Solution Availability is defined as the SV SaaS production application being available for access and use by Customer over the Internet. Micro Focus will provide Customer access to the SV SaaS production application on a twenty-four hour, seven days a week (24x7) basis at a rate of 99.9 % ("Solution Uptime").

### 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 as described in the terms of the SaaS agreement

- Actions or omissions of Customer (unless undertaken at the express direction of Micro Focus) or third parties beyond the control of Micro Focus
- Unavailability due to Customer equipment or third-party computer hardware, software, or network infrastructure not within the sole control of Micro Focus
- Scheduled Maintenance
- Scheduled Version Updates

### **Online Support Availability SLO**

Online Support Availability is defined as the SaaS support portal <https://home.saas.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”).

#### **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://home.saas.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 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 SV 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 Customer and Micro Focus</li><li>• Owns the business relationship with the range of departments and organizations using SV 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 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 SV SaaS end users for problem isolation</li><li>• Performs SV SaaS administration</li><li>• Provides tier-1 support and works with Micro Focus to provide tier-2 support</li></ul>

- 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**

- Leverages the product functionality designed by Customer’s SV SaaS administrators.
- Provides periodic feedback to SV SaaS Administrator

**Micro Focus Roles and Responsibilities**

Micro Focus Role	Responsibilities
<b>Customer Service Centre (CSC)</b>	<ul style="list-style-type: none"> <li>• Primary point of contact for service requests. Customer can contact the Service Operations Center for all services such as support and maintenance, or issues regarding availability of SV 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 SV 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 Customer and Micro Focus:

- Customer must have internet connectivity to access SV SaaS
- SV SaaS will be performed 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
- Customer must ensure that its administrators maintain accurate contact information with Micro Focus SaaS
- Customer has determined, selected, and will use options in Customer’s 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, SV SaaS is provided based on the assumption that Customer will implement and maintain the following controls in its use of SV SaaS:

- Configuring Customer’s browser and other clients to interact with SV SaaS
- Configuring Customer’s network devices to access SV SaaS

- Appointing authorized users
- Configuring its SV 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.