

# Service Description

## Micro Focus SMAX Premium on Software-as-a-Service

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This Service Description document describes the components and services included in Micro Focus Service Management Automation X (“SMAX”) Premium 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 SMAX Premium SaaS ("SMAX Premium SaaS") is a native cloud application that delivers a machine learning based service management and asset management capability for customers with options for automated discovery of servers, software, and service models via Micro Focus Universal Discovery and CMDB SaaS (comprising of "Universal Discovery" and "UCMDB") and automation with Micro Focus Operations Orchestration SaaS ("Operations Orchestration"). Micro Focus oversees the deployment, infrastructure, operation, availability, security and data protection and support of the service.

### SaaS Delivery Components

SaaS Delivery Components	Included
One SMAX Premium SaaS production tenant	✓
One SMAX Premium SaaS non-production tenant	✓
Additional SMAX Premium SaaS non-production tenant	○
Premium Discovery of a server OSI including dependencies	○
Asset Discovery of a server or workstation OSI	○
Import of IT and non-IT content into UCMDB without discovery	○
Additional Data Flow Probe Connection	○
Operations Orchestration Concurrent Workflow	○
ITOM Aviator Named End User	○

✓ = Included

○ = Optional for an additional fee

### SaaS Operational Services

SaaS Operational Services	Included
Onboarding	✓
Customer Success Management (CSM) Meetings	✓
Product Support	✓
Single sign-on support*	✓
Service Health portal	✓

✓ = Included

\*Restrictions apply. Only certain IDPs and integrations are supported

### Architecture Components

Micro Focus deploys SMAX Premium SaaS, Universal Discovery and CMDB SaaS, Operations Orchestration SaaS and ITOM Aviator using a shared infrastructure platform. The shared platform is

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monitored for 24x7 availability, and Micro Focus provides related 24x7 infrastructure support, including application version upgrades.

As part of the SMAX Premium SaaS tenant, a Universal Discovery and CMDB SaaS tenant and an Operations Orchestration SaaS tenant is deployed and available for use as part of the subscription from the SMAX Premium SaaS tenant. Customer access to SMAX Premium SaaS is through the Internet over HTTPS.

Customer may purchase, for an additional fee, the following capabilities to integrate with SMAX Premium SaaS:

- **Asset Discovery** – includes usage of the Universal Discovery module of the Universal Discovery and CMDB SaaS solution to discover operating system instances (OSI) of servers (physical, virtual, cloud, container) or workstations, in support of auto-populating SMAX Premium SaaS with details of the infrastructure environment Customer is supporting allows capturing configuration information about the servers or workstation themselves including the software installed on these servers or workstations and the environment in which the software is installed
- **Premium Discovery** – includes all features of Asset Discovery plus the capture configuration information about software running on servers and the dependencies that exist between servers and running software
- **Operations Orchestration concurrent workflow** – includes the usage of Operations Orchestration Central interface to run and monitor Customer's orchestration workflows for any automation use-case launched from SMAX Premium SaaS

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

### Universal Discovery and CMDB SaaS

Usage of Universal Discovery and CMDB SaaS with SMAX Premium SaaS is accomplished through the communication of discovered data to the Universal Discovery and CMDB SaaS tenant that is part of Customer's SMAX Premium SaaS rendering automated discovery results immediately visible to SMAX agents.

Customers who purchased the optional Asset Discovery or Premium Discovery capabilities for SMAX Premium SaaS, are responsible for installing, configuring, deploying, and updating of the Universal Discovery Infrastructure Data Flow Probes ("Data Flow Probes" or "DFP"), and updating the Universal Discovery Content Pack as required for successful discovery.

**Premium Discovery** provides the discovery of one (1) Operating System Instance (OSI) and includes the capability to discover the configuration of servers, whether physical, virtual or cloud. Capabilities also include discovering installed and running software, mapping the inter-dependencies between servers and their software, and the dependencies between services and servers. Premium Discovery also includes all functionality described in Asset Discovery.

**Asset Discovery** provides the discovery of one (1) Operating System Instance (OSI) and includes the capability to discover the configuration of servers or workstations, whether physical, virtual or cloud, configuration information about the servers or workstation themselves including the software installed on these servers or workstations and the environment in which the software is installed. Asset Discovery also provides for discovery of the virtual environment of physical virtualization products (like

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VMware or Hyper-V) as well as the ability to run audit reports in support of Oracle LMS measurement scripts.

**CI Management** provides for importing 20 nodes (and their related CIs) or the import of 1,000 CIs and relationships of non-IT information, for every instance of the CI Management license.

**Data Flow Probes** provides for connections to additional deployments of DFP servers beyond the standard 1 DFP per 1,000 licenses.

**UCMDB** provides the ability to store data that has been discovered using Universal Discovery or imported from external sources into a database that allows for managing and querying the data in the manner required by the customer and then replicated to external sources.

**Boundaries and Exclusions**

Usage of Universal Discovery and CMDB SaaS shall be governed by the following boundaries and exclusions:

- Discovery of OSI is limited to the number of purchased subscriptions
  - If all available Asset Discovery licenses have been consumed but there are available Premium discovery licenses, discovery will consume Premium licenses until such time as they are all consumed
  - No new discovery will occur for any nodes beyond the purchased subscriptions
  - Nodes discovered with the purchased subscriptions will continue to be discovered, even if the maximum discovery count has been reached
- Discovery or import of CIs is limited to an average of 1,000 CIs and relationships per Premium or Asset Discovery license (evaluated as a whole over all licenses purchased)
- Data Creation, Import and Export
  - Discovered information imported to Universal Discovery and CMDB SaaS from an on-premise instance of Universal Discovery and CMDB is limited to 1,000 CIs and relationships in Universal Discovery and CMDB SaaS per on-premise discovery unit-based license
  - Importing data into Universal Discovery and CMDB SaaS from another Micro Focus tool will consume the CI Management license at the rate of 1000 CIs and relationships per license
  - Exporting nodes from UCMDB to any other system will incur no additional charge
  - Node data created or updated in SMAX, AMX or HCMX that is replicated to UCMDB via the Micro Focus standard integration ("Native SACM") will incur no additional charge
  - Full export of Universal Discovery data to a 3<sup>rd</sup> party tool must not occur more often than one (1) time per week
  - Incremental export (changes only) of Universal Discovery data to a 3<sup>rd</sup> party tool must not occur more often than one (1) time per hour
- Discovery of network and storage devices does not consume any license as long as the number of discovered devices is not greater than the number of Premium and Asset licenses to which the customer is entitled
- Universal Discovery probes must be hosted on-premise or in the customer public cloud account (in context of the customer)
- Universal Discovery probes must be current or within one version of the current minor UCMDB version
- One Universal Discovery probe or REST API connection (for writing data) is allowed per 1,000 Universal Discovery licenses in production unless additional DFP connections have been purchased separately

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- One Universal Discovery probe or REST API connection (for writing data) is allowed per 3,000 Universal Discovery licenses in non-production (i.e., dev or QA), with a maximum of 3 probes total unless additional DFP connections have been purchased separately
- Total CIs and relationships in Customer non-production instances cannot exceed a quarter of the total Premium and Asset Discovery licenses purchased
- Updates to CIs in UCMDB via discovery or integration must not occur more often than 30 CIs per second

## UCMDB Usage Limits

Access to key components of UCMDB is restricted, as detailed below, to ensure access to data is limited only to those authorized, and to prevent any system stability issues.

Capability	Description
Access to JMX	New self-service JMX methods are exposed with each version release though most JMX methods should be placed via a <a href="#">PCS</a> ticket
Direct database access	Not allowed
Webservice API access	Not allowed
Java SDK API access	Not allowed
REST API access	Universal CMDB <a href="#">public REST API functionality</a> is allowed

## Operations Orchestration SaaS

Usage of orchestration on SMAX Premium SaaS is accomplished through Operations Orchestration SaaS. SMAX Premium SaaS can be configured via the native integration to communicate with Operations Orchestration SaaS.

Customers who purchased the optional Operations Orchestration concurrent workflow capability for SMAX Premium SaaS, are responsible for installing, configuring, deploying, and updating any optional RAS (Remote Action Service) and/or Workflow Designer component in their own environments.

As part of SMAX Premium SaaS, Customer gets two (2) Operations Orchestration Concurrent Workflows included and can purchase additional Operation Orchestration concurrent Workflows for an optional fee.

One (1) Concurrent Workflow includes up to five (5) parallel threads in the same workflow.

Operations Orchestration SaaS capabilities are different from the on-premise Operations Orchestration product and can be found in the online ESM documentation:  
<https://docs.microfocus.com/itom/ESM:SaaS/Home>

## Boundaries and Exclusions

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

- Transactional data retention period can be up to 1 year with Micro Focus reserving the right to control the size of Operations Orchestration data store with purging procedures. In the event this happens earlier than 1 year, customers will receive proper notifications.
- Micro Focus is not accountable for the custom flow logic created by the customer, or by the impact this logic is having on the other work in his environment
- Micro Focus is not accountable for the usage of the Internal RAS (SaaS RAS) to perform any sort of malicious activities against any kind of software services

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- As workflows can vary in complexity, there is no guarantee of constant time of completion on each workflow execution
- Internal Operation Orchestration workers are limited on the operations that can be executed inside Micro Focus SaaS and will not have access to write or read from the Micro Focus SaaS filesystem. These limitations can be avoided by installing an on-premise RAS (Remote Action Service).

## ITOM Aviator Named End User (add-on)

ITOM Aviator Named End User is an add-on subscription which can be added for a fee on top of SMAX Premium SaaS. ITOM Aviator provides additional Artificial Intelligence (AI) capabilities to respond to End users via interactions with the ITOM Aviator Virtual Agent.

Each ITOM Aviator Named End User license entitles a user to 10 interactions per month.

An ITOM Aviator Interaction is defined as a single query and response with ITOM Aviator via the Virtual Agent UI or via an API and will be measured on an aggregate basis (not on an individual user basis).

## 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.

(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.

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(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.

## European Union (EU) Managed Service

Customers who purchased the EU Managed Service will have their SMAX Premium SaaS deployed within a dedicated EU Managed infrastructure located within the EU, with an EU centric support and operations model. Customer data resides only in the EU Managed infrastructure. All other aspects of this Service Description are applicable to the EU Managed Service.

## 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.

Online support for SMAX Premium SaaS and only the on-premise components mentioned above 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 SMAX Premium SaaS.

SMAX Premium SaaS includes an extensive online contextual help to aid with configuration of SMAX to align with your business requirements. Full documentation of the capabilities of the Enterprise Service Management SaaS solution which includes SMAX Premium SaaS, and the optional capabilities outlined in this service description is available at: <https://docs.microfocus.com/itom/ESM:SaaS/Home>

As part of the Micro Focus SMAX community you can get additional assistance and aid from peers as well as live and recorded webinars as part of our Community user groups: [https://community.microfocus.com/t5/SMAX-Suite/ct-p/ITSMA\\_Suite](https://community.microfocus.com/t5/SMAX-Suite/ct-p/ITSMA_Suite)

Your suggestions for enhancements to our products are important to Micro Focus and as part of the community, Micro Focus allows you to review existing and submit new ideas or enhancements via the Idea Exchange. We encourage you to share, vote and enhance existing ideas with your feedback and comments to help Micro Focus product development. The popularity of an idea is measured through votes and comments at:

- SMAX - [https://community.microfocus.com/it\\_ops\\_mgt/itsma\\_suite/](https://community.microfocus.com/it_ops_mgt/itsma_suite/)
- Universal Discovery and CMDB - [https://community.microfocus.com/it\\_ops\\_mgt/ucmdb/i/cms\\_idea](https://community.microfocus.com/it_ops_mgt/ucmdb/i/cms_idea)
- Operations Orchestration - [https://community.microfocus.com/it\\_ops\\_mgt/sws-oo](https://community.microfocus.com/it_ops_mgt/sws-oo)

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	SMAX Premium SaaS
<b>Customer Success Management</b>	✓
<b>Email and Online Notifications</b>	✓
<b>On-boarding</b> Introduction meeting, handover of product and support materials, verification of online access, scope validation and service goals	✓
<b>Version Updates</b> Major version updates	✓ <sup>1</sup>
<b>Service Reviews</b> Meeting reviewing service quality, and to provide feedback on improvements required	Yearly
<b>Assisting with the implementation / configuration and tailoring</b>	Available at additional cost
<b>Availability SLA</b>	99.9%

<sup>1</sup> Notifications regarding release updates to SMAX Premium 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.

Details can be found on the relevant Service Health portal for your service which includes:

- Current availability of the SMAX environment that their tenants are part of
- 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 service will be provided as part of your onboarding to Micro Focus SaaS and are also available via the support portal: <https://pcs.saas.microfocus.com>

## 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:

- **Supporting Data:** This is data loaded by a customer to support the transactional records. Examples of this could include, but not limited to Organization Locations, personnel, departmental data, assets, and services delivered.
- **Transactional Data:** This is data that is related to the day-to-day delivery of service operations and support within the organization. Examples of this could include but are not limited to service and support requests, incidents, and change records. Note, transactional data is typically linked to one or more supporting data records.
- **Attachment Data:** This refers to any type of file that has been attached to either supporting data or transaction data. For example, this could be but not limited to an image file an employee uploads for his profile picture on his personal record, a log file attached to an incident to assist with resolution, or a pdf troubleshooting guide attached to a knowledge article.
- **Configuration Data:** This is any alterations made to the configuration of the SMAX Premium Tenant from an Out of the box (OOTB) SMAX Premium Tenant. Examples of this could include but not limited to adding a custom field on record entity, modifying the workflow, making a field mandatory. Full documentation of the configuration alterations that can be made are documented in the online contextual help available at:  
<https://docs.microfocus.com/itom/ESM:SaaS/Home>

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

## **Backups**

SMAX Premium 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 SaaS 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. The backup includes a snapshot of production database, including transactional database and analytics database, a copy of files stored on persistent volume and an export of all the Kubernetes objects.

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").

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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.

SMAX Premium 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 SMAX Premium 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:

- 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

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- 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](mailto: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 SMAX 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.

## Universal Discovery Infrastructure Updates

Universal Discovery Infrastructure Data Flow Probe ("Data Flow Probe" or "DFP") directly communicates to the Universal Discovery and CMDB SaaS tenant to which Customer is assigned. The DFP version must be compatible with the Universal Discovery and CMDB SaaS version, and Customer is responsible to update DFP within six (6) months from the Universal Discovery and CMDB SaaS update as part of the update of SMAX Premium SaaS version update. DFP updates may be done by Customer at any time and do not require advance notice with Micro Focus.

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If Customer does not apply a DFP update within six (6) months of a Universal Discovery and CMDB SaaS version update, Customer's Data flow Probes will no longer function and will only be available for automated updates to the latest DFP version to restore discovery functionality.

If Customer does not apply a DFP update within twelve (12) months of a Universal Discovery and CMDB SaaS version update, the DFP will lose its ability for automated updates, and Customer will be required to manually update each DFP under this condition to restore discovery functionality.

### **Universal Discovery Content Updates**

As part of the scheduled version update process, Customer who purchased the optional Asset Discovery or Premium Discovery capabilities for SMAX Premium SaaS will have the option to update their Universal Discovery Content to the latest version once the SMAX Premium SaaS version update has been completed. The latest Universal Discovery Content Pack will be available from within the CMS UI for each Customer to choose to deploy on their own schedule.

Updates to Universal Discovery content is the responsibility of Customer. Content versions are generally not tied to Universal Discovery and CMDB SaaS versions in that content updates can be deployed at Customer's discretion on whatever version of Universal Discovery and CMDB SaaS that is currently in use. Universal Discovery content updates are accumulative in nature, meaning deploying a content pack for a given release will include all improvements included in previous content releases.

### **Operations Orchestration RAS and Workflow Designer Updates**

Operations Orchestration SaaS offers the option for Customer to connect RAS (Remote Action Servers) that can process work on Customer's environment to the Operations Orchestration SaaS tenant provided with SMAX Premium SaaS. It is the Customer responsibility to install and maintain any RAS in their own environment and to apply updates in a timely manner to keep the RAS version synchronized with the version of Operations Orchestration SaaS.

To create and update orchestration workflows, Operations Orchestration SaaS requires the use of the Operations Orchestration Workflow Designer component ("Workflow Designer"). It is the Customer responsibility to install and maintain the Workflow Designer in their own environment and to apply updates in a timely manner to keep the Workflow Designer version synchronized with the version of Operations Orchestration SaaS.

### **Operations Orchestration Content Updates**

Updates to orchestration content is the responsibility of Customer. The latest Operations Orchestration Content Pack will be available on the Micro Focus ITOM Marketplace for each Customer to choose to deploy on their own schedule. Content versions are generally not tied to Operations Orchestration SaaS versions in that content updates can be deployed at Customer's discretion on whatever version of Operations Orchestration SaaS that is currently in use. Content updates are accumulative in nature, meaning deploying a content pack for a given release will include all improvements included in previous content releases.

## **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

## Service Description

### SMAX Premium SaaS

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 the SMAX solution being available for access over the internet. Micro Focus targets to make SMAX available within two (2) business days of the customer's Order being booked within the Micro Focus order management system.

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

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

## SaaS Availability SLA

SaaS availability is the SMAX Premium 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

The 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



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- 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

- 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.
- Escalation.** Quarterly ASA below 98% shall be escalated by both parties to the Vice President (or equivalent).
- 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 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.

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

## Micro Focus Roles and Responsibilities

Micro Focus Role	Responsibilities
<b>Customer Service Centre (CSC)</b>	<ul style="list-style-type: none"><li>• Primary point of contact for service requests. The customer can contact the Service Operations Center for all services such as support and maintenance, or issues regarding availability of SaaS</li><li>• Provides 24x7 application support</li></ul>
<b>Operations Staff (Ops)</b>	<ul style="list-style-type: none"><li>• Monitors the Micro Focus systems and SaaS for availability</li><li>• Performs system-related tasks such as backups, archiving, and restoring instances according to Micro Focus's standard practices</li><li>• Provides 24x7 SaaS infrastructure support</li></ul>

## Assumptions and Dependencies

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

- Customer must have internet connectivity to access SaaS
- SaaS 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
- 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.