

Service Description

Micro Focus ValueEdge™ Software-as-a-Service With ValueEdge™ Preferred Services

May 2022

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This Service Description describes the components and services included in Micro Focus ValueEdge, on Software-as-a-Service (which also may be referred to as “SaaS”). Unless otherwise agreed to in writing this Service Description is subject to the Micro Focus Customer Terms for Software-as-a-Service or the applicable Micro Focus Pass-Through Terms and represents the only binding terms governing Micro Focus International plc and its affiliates (“Micro Focus”) respective obligations regarding its provision of this SaaS to the end-user customer. Any other descriptions of the features and functions of the SaaS, public statements, including advertisements, shall not be deemed as additional features or functionalities that Micro Focus is required to deliver.

1. Standard Service Features

1.1 High Level Summary

Micro Focus ValueEdge is a remotely delivered engagement solution that provides to customers a managed, multi-tenant, environment of Micro Focus ValueEdge with a set of predefined modules. Micro Focus oversees the configuration and implementation of Micro Focus ValueEdge on SaaS and delivers ongoing infrastructure, application, and support service remotely.

1.2 SaaS Service Delivery Components

One ValueEdge on SaaS production instance	<input checked="" type="checkbox"/>
With ValueEdge SaaS Preferred Services (optional)	<input checked="" type="checkbox"/>

Available ValueEdge modules as part of this Service Description are:

- ValueEdge Quality
- ValueEdge Insights
- ValueEdge Agile Developer
- ValueEdge Release

The related functionality of these modules – as listed in the [ValueEdge documentation](#).

The above selected components will be referred as either “ValueEdge on SaaS”, “the SaaS application” or “the SaaS solution”.

1.2.1 Limited Time Components

- Customers subscribing to the **ValueEdge Quality** module before December 15, 2022, will get access to the **ValueEdge Insights** module until December 31, 2022, at no additional cost. After December 31, 2022, Customer will no longer have access to the **ValueEdge Insights** Module unless Customer purchases a separate subscription for it.
- Customers subscribing to the **ValueEdge Release** module before December 15, 2022, will get access to the **ValueEdge Quality** module until December 31, 2022, at no additional cost. After December 31, 2022, Customer will no longer have access to the **ValueEdge Quality** Module unless Customer purchases a separate subscription for it.

1.3 SaaS Operational Services

Operational Services	
SSO integration	√
Micro Focus Connect Core	√
Web services support	√
External integrations support	O

√ = Included | O = Optional for a fee

1.4 Architecture Components

1. Micro Focus ValueEdge Platform

Micro Focus deploys the SaaS solution with the modules selected above using shared infrastructure platform, monitors the system for 24x7 availability, and provides related 24x7 infrastructure support, including application version upgrades. The customer accesses The SaaS application through the Internet (HTTPS).

Onsite components are installed and configured by the customer or customer-contracted consultants. Micro Focus does not operate onsite components or third-party integrations on behalf of the customer and will not commit to any SLO for these services.

Standard* configuration for ValueEdge

Property	Support value
System Availability	99.9% SLO
Available Tenants	Up to 2
Storage	Up to 300 GB
Pipeline Runs, Test Runs and Builds retention time	Up to 2 years or 20,000 pipeline runs

*This is a standard configuration. For ValueEdge SaaS **Preferred** configuration - see section 13 below

2. Micro Focus Connect Core on SaaS (MF Connect)

Micro Focus deploys Micro Focus Connect upon request via <http://software.microfocus.com/myaccount/>

Micro Focus Connect on SaaS uses a shared infrastructure platform. Micro Focus monitors the system for a 24x7 availability, and provides related 24x7 infrastructure support, including application version upgrades. The customer accesses Micro Focus Connect on SaaS application through the Internet (HTTPS). Micro Focus does not operate onsite components or third-party integrations on behalf of the customer and will not commit to any SLO for these services.

Standard* configuration for Micro Focus Connect:

Property	Supported value
Connections	12
Sync interval	Minimum of 10 Minutes
Project pairs	12 connections with one single master to target pair, or less connections with more pairs
Audit log access	Access to Audit logs not older than 1 week
Storage limit	50GB
Sync items	60,000 (e.g., 5,000 per project pair)
Available RAM	12GB
VPN tunnel support	Not Supported
Connectors	ALM/QC, Octane, Jira and Azure DevOps. 3rd party to 3rd party synchronizations are not included.

*This is a standard configuration. For ValueEdge SaaS Preferred configuration - see section 13 below.

1.5 Application Administration

The Customer will access the SaaS application using a web browser and the URL provided to them. Once securely logged in, the Customer can perform administrative tasks such as adding and deleting users, adding users to projects, allocating hardware and running and scheduling performance tests.

1.6 Service Support

The 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.

Online support is available at: <http://software.microfocus.com/myaccount/>

Product support is available from the Micro Focus ValueEdge Platform Community and the ALM Octane Community at: <https://community.microfocus.com/adtd/valueedge-platform/> and https://community.microfocus.com/adtd/alm_octane/

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 The SaaS application on Software-as-a-Service for the Customer. 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 telephone 24 hours a day, 7 days a week.

Service Features:

- System Availability SLO of 99.9%
- Customer Success Manager Services
- Solution Expert Services
- Welcome Package
- Technical Enablement and Pre-recorded enablement videos
- Email and Online Notifications
- Version updates. Notification period according to notification timelines via email, release notes and help resources available
- 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

1.7 Service Monitoring

Micro Focus monitors the SaaS application components 24x7 availability. Micro Focus uses a centralized notification system to deliver proactive communications about application changes, outages and scheduled maintenance. Alerts and notifications are available to the Customer online at:

<http://software.microfocus.com/myaccount/>

1.8 Capacity and Performance Management

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

1.9 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.

2. Solution 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 the SaaS application and access to the SaaS application Customer data, following an outage or similar loss of service.

The following types of Customer-specific data are included in the SaaS application database that resides in the Micro Focus SaaS environment: Customer inserted data (for example attachments, scripts, documents and files).

The Data Backup Frequency is one (1) day and Micro Focus performs that daily backup of the SaaS application database (including configuration data). 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. 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 included in the database (not properly entered by the user or lost or corrupted etc.) at the time of backup or if Customer's request comes after the Data Retention Time of such backup.

2.1 Disaster Recovery

1. Business Continuity Plan

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

ValueEdge on SaaS is implemented using AWS technology service stack in a redundant mode over two availability zones ("AZs"). Each AZ is designed to be insulated from failures in other AZs. The DRP's target is to provide restoration of the Micro Focus SaaS within twelve (12) hours following Micro Focus's declaration of a disaster, excluding, however, a disaster or multiple disasters causing the compromise of data centers in the separate AZs simultaneously, and excluding non-production environments.

2. Backups

Micro Focus SaaS performs both on-site and off-site backups with a 24 hours recovery point objective (RPO). Backup cycle occurs daily where a local copy of production data is replicated on-site between two physically separated storage instances. The backup includes a snapshot of production data along with an export file of the production database. The production data is then backed up at a remote site. Micro Focus uses storage and

database replication for its remote site backup process. The integrity of backups are validated by (1) real time monitoring of the storage snapshot process for system errors, (2) validating CHECKSUM at the end of a backup process to assure the same number of bits exists on both source and destination storage systems, and (3) annual restoration of production data from an alternate site to validate both data and restore flows integrity.

3. SaaS Security

Micro Focus maintains an information and physical security program designed to protect the confidentiality, availability and integrity of Customer Personal Data and confidential information (the “Micro Focus Security Program”).

3.1 Technical and Organizational Measures

This section describes Micro Focus’s standard technical and organizational measures, controls and procedures, which are intended to help protect the Customer-provided SaaS Data.

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.

3.2 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

3.3 Access Controls

Micro Focus maintains the following standards for access controls and administration designed to make Customer-provided SaaS Data accessible only by authorized Micro Focus personnel who have a legitimate business need for such access:

- secure user identification and authentication protocols
- authentication of Micro Focus personnel in compliance with Micro Focus standards and in accordance with ISO27001 requirements for segregation of duties
- Customer provided SaaS data is accessible only by authorized Micro Focus personnel who have a legitimate business need for such access, with user authentication, sign-on and access controls
- employment termination or role change is conducted in a controlled and secured manner
- administrator accounts should only be used for the purpose of performing administrative activities
- each account with administrative privileges must be traceable to a uniquely identifiable individual

- all access to computers and servers must be authenticated and within the scope of an employee's job function
- collection of information that can link users to actions in the 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;" and
- prohibition of shared accounts

3.4 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

3.5 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.

3.6 Data Encryption

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

4. Audit

Micro Focus appoints an independent third party to conduct an annual audit of the applicable policies used by Micro Focus to provide the applicable SaaS solution. 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.

5. Micro Focus Security Policies

Micro Focus conducts annual reviews of its policies around the delivery of SaaS against ISO 27001. 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.

6. 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 softwaresoc@microfocus.com.

7. Micro Focus Employees and Subcontractors

Micro Focus requests that all employees involved in the processing of Customer-provided SaaS Data are authorized personnel with a need to access the Customer-provided SaaS Data, are bound by appropriate confidentiality obligations and have undergone appropriate training in the protection of customer data. Micro Focus requests that any affiliate or third-party subcontractor involved in processing Customer-provided SaaS Data enters into a written agreement with Micro Focus, which includes confidentiality obligations substantially similar to those contained herein and appropriate to the nature of the processing involved.

8. Data Subject Requests

Micro Focus will, within three (3) business days of receipt, refer to Customer any queries from data subjects in connection with Customer-provided SaaS Data.

9. 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.

9.1 Scheduled Version Updates

“SaaS Upgrades” are defined as both major version updates, minor version updates and binary patches applied by Micro Focus to Customer’s SaaS application solution 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 The SaaS application service 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 above to apply the most recent service packs and hot fixes and to perform upgrade to minor versions of the SaaS application solution. 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.

10. Service Decommissioning

Customer may cancel Micro Focus SaaS by providing Micro Focus with sixty (60) days written notice prior to the expiration of the SaaS Order Term ("Cancellation"). Such Cancellation shall be effective upon the last day of the then current SaaS Order Term. Upon Cancellation, expiration, or termination of the SaaS Order Term, Micro Focus may disable all Customer access to the SaaS solution, 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 such data 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.

11. 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 <https://home.software.microfocus.com/myaccount/slo/>

1. Solution Provisioning Time SLO

Solution Provisioning is defined as the SaaS solution being available for access over the internet. Micro Focus targets to make The SaaS solution available within one (1) business days of the customer's purchase order (PO) being booked within the Micro Focus order management system.

Customer is responsible for installing and configuring any additional onsite components for his applications. Any onsite components of the solution are not in scope of the Solution Provisioning Time SLO. Additionally, the import of Customer data into the application is not in scope of the Solution Provisioning Time SLO.

2. Solution Availability SLO

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

3. 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 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 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

11.1 Online Support Availability SLO

Online Support Availability is defined as the Micro Focus SaaS support portal <https://home.software.microfocus.com/myaccount/> 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”).

1. Measurement Method

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

On a quarterly basis, Online Support Uptime will be measured using the measurable hours in the quarter (total time minus planned downtime, including maintenance, upgrades, etc.) as the denominator. The numerator is the denominator value minus the time of any outages in the quarter (duration of all outages combined) to give the percentage of available uptime (2,198 actual hours available / 2,200 possible available hours = 99.9 availability).

An “outage” is defined as two consecutive monitor failures within a five-minute period, lasting until the condition has cleared.

2. Boundaries and Exclusions

Online Support Uptime shall not apply to 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

11.2 Initial SaaS Response Time SLO

The Initial SaaS Response Time refers to the Service Support. 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.

11.3 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).

11.4 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 application 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.

12. Standard Service Requirements

12.1 Roles and Responsibilities

This section describes general Customer and Micro Focus responsibilities relative to the SaaS application service. Micro Focus's ability to fulfill its responsibilities relative to SaaS is dependent upon Customer fulfilling the responsibilities described below and elsewhere herein:

12.2 Customer Roles and Responsibilities

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

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

12.3 Micro Focus Roles and Responsibilities

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

12.4 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 this Micro Focus SaaS application.
- Micro Focus SaaS application 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 purchase order (PO) is booked within the Micro Focus order management system.
- The import of Customer data into the SaaS solution 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 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, this Micro Focus SaaS application is provided based on the assumption that Customer will implement and maintain the following controls in its use of the Micro Focus SaaS application:

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

12.5 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.

13. ValueEdge SaaS Preferred Services (optional for ValueEdge Quality)

The following service features for ValueEdge on SaaS under this section are optional and need to be explicitly ordered by the Customer at a respective service fee.

This section is applicable only if the Preferred option is selected on Section 1.2 above.

Preferred Components

The Preferred Service offering includes 3 main components:

- Service Advantages
- Premium Named Support Engineer (Optional)
- Service Flex Credits (Optional)

13.1 Preferred Service Advantages

Preferred Feature	Standard	Preferred
99.9% availability	SLO	SLA Service Extension Credits upon SLA breach ¹
Available Tenants	Up to 2	Up to 20
Sandbox Tenant	N/A	2 Non-Production (NP) Sandbox tenants ²
Sandbox data upload	N/A	Data import from production to a Staging tenant - up to 4 times a year ³
ALM/QC and ValueEdge free Subscription Sharing during contract's term	N/A	Up to 100% of ALM/QC users (free) Request allocation changes up to 4 times a year. ⁴
Storage	Up to 300 GB	2TB
Pipeline Runs retention time ⁵	1 year or 10,000 pipeline runs	Up to 3 Years or 30,000 pipeline runs
Micro Focus Connect on SaaS	Connectors: Octane, ALM/QC, Azure DevOps, Jira – only. Standard capacity ⁶	All connectors ⁷ Extended capacity ⁸
PM Roadmap session – twice a year	N	Y ⁹
Service and Adoption review – twice a year	N	Y ⁹
Enhanced technical onboarding	N	Y ⁹

In case the Preferred option is not renewed, customer will be eligible to standard capacities only.

¹ See details below - 13.2

² Up to 5 users per NP tenant with no license consumption

³ Up to 4 times a year, upon a service request, unidirectional from production to staging, ETA: 7 workdays from request. Test users must reside on Production tenant too.

⁴ Applicable to accounts that are also subscribed to ALM/QC on SaaS. Allocation upon request. A contract adjustment may be required.

⁵ A retention policy which limits the storage of Pipeline Runs, Builds and Automated Test Runs coming from pipeline runs. Extended storage for Preferred customers. Data retention during contract's term only. See section 10 above.

⁶ Connect Standard capacity

- See section 1.4 above
- Service Availability - not included on ValueEdge SLA

⁷ Micro Focus solution to 3rd Party solution synchronization only. 3rd party to 3rd party synchronizations are not included.

⁸ Connect extended capacity:

- Service Availability - not included on ValueEdge SLA
- Audit: 2 weeks or 300 GB storage
- Total sync items: 240,000
- Available RAM: 24 GB

⁹ Upon a service request

13.2 Solution Availability SLA

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

13.2.1 Measurement Method

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

On a quarterly basis, the SaaS Service Uptime Metric will be measured using the measurable hours in the quarter (total time minus planned downtime, including maintenance, upgrades, etc.) as the denominator. The numerator is the denominator value minus the time of any outages in the quarter (duration of all outages combined) to give the percentage of available uptime (2,198 actual hours available / 2,200 possible available hours = 99.9 availability).

An “outage” is defined as two consecutive monitor failures within a five-minute period, lasting until the condition has cleared.

13.2.2 Boundaries and Exclusions

The SaaS Service Uptime Metric shall not apply in any of the following exceptions, and neither the Quality Center Enterprise on Software-as-a-Service will be considered unavailable, nor any Service Level Failure be deemed to occur in connection with any failure to meet the requirement or impaired ability of Customer or its Authorized Users to access or use the Quality Center Enterprise on Software-as-a-Service solution:

- 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

13.2.3 Reporting

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

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

13.2.4 Remedies

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

Quarterly Micro Focus SaaS Rating	Rating	Micro Focus SaaS Service Credit
Between 99.9 % - 100%	Meets Goals	Not Applicable
Between 98.0% - 99.8%	Tolerable	Five (5) day extension of the Micro Focus ValueEdge on Software-as-a-Service SaaS Order term at no cost to Customer
Below 98.0%	Unacceptable	Ten (10) day extension of the ValueEdge on Software-as-a-Service SaaS Order term at no cost to Customer

Micro Focus SaaS Ratings below 98% for a quarter shall be escalated by both parties to the Vice President (or equivalent), as outlined in this schedule.

Customer must request all service credits or extensions in writing to Micro Focus within thirty (30) days of the end of the month in which the SaaS Service Uptime Metric was not met and identify the support requests relating to the period where the ValueEdge on Software-as-a-Service production application was not available for access and use by Customer and its authorized users over the internet.

Micro Focus SaaS Service Credits shall be cumulative over the SaaS Order term and extend the SaaS Order term free of charge for the Customer. Therefore, any renewal of Micro Focus service shall be effective upon completion of Micro Focus SaaS Service Credits once fully utilized.

Micro Focus SaaS Service Credits are capped at thirty (30) days per annum.

The following service features for Micro Focus ValueEdge on SaaS are optional and need to be explicitly ordered by the Customer at the respective service fee:

13.3 Optional: Premium Named Support Engineer (NSE) with Optional Language support

The following is a high-level information. A detailed Account Support Plan will be provided by the Micro Focus Customer Support Organization.

The Named Support Engineer provides the first level of personalized problem resolution. As your single point of contact for incident resolution for ValueEdge, this senior engineer has deep technical expertise and an established knowledge of your unique software environment, which enables him/her to resolve support incidents faster.

For more details see: <https://www.microfocus.com/en-us/services/premium-support>

13.4 Optional: Flexible Credits

The following is a high-level information. A detailed Account Support Plan will be provided by the Micro Focus Customer Support Organization.

You may want to add flexible credits to your account, under a separate agreement. These will let you choose a variety of services complementary to ValueEdge Preferred.

More details can be found here:

<https://www.microfocus.com/en-us/services/flexible-credits>

[https://www.microfocus.com/media/addendum/micro focus flexible credits terms addendum.pdf](https://www.microfocus.com/media/addendum/micro_focus_flexible_credits_terms_addendum.pdf)