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Service Description

# Service Description

**Retain SaaS**

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Micro Focus, an OpenText company

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This Service Description describes the components and services included in Retain SaaS (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 Retain SaaS is a cloud-based, enterprise archiving service that provides long-term storage, search, and retrieval for messages and data from email messaging systems, phones, and social websites. End users can review their personal archived data and search through it. Administrators can conduct eDiscovery for legal compliance and litigation protection. As a fully managed service, Micro Focus oversees the configuration and implementation of Retain SaaS and delivers ongoing infrastructure, application, and support service remotely.

### SaaS Delivery Components

SaaS Delivery Components	
Migration from on-premise to SaaS	✓
Data Source Modules	○
Unlimited Storage*	✓
10 assisted PST exports per month	✓
Unlimited Publisher Use	✓
Archive existing and future email data	✓
Cross Region Backups	○
High Availability	○
✓ = Included	
○ = Optional for a fee	
*Fair usage is defined as up to 50Gb per licensed user	

### Architecture Components

Micro Focus provisions the service on a shared infrastructure, including network, hardware, and software that are necessary to support the Retain SaaS application. The customer accesses Retain SaaS services using the standard application web client via the Internet.

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

## Application Administration

The customer accesses Retain SaaS using the standard application web client via the Internet. In addition, Micro Focus provides ongoing expertise to assist the customer with utilizing and maintaining the application over time. This includes providing remote mentoring to the customer administrators, performing reviews for proposed changes, and providing ongoing guidance to help the customer derive the most value from Retain SaaS.

The table below outlines the areas where customer updates or changes are permitted:

Retain SaaS Administration	Permitted	Not Permitted
User Groups and Rights	√	
Searches	√	
PST and PDF Exports	√	
Litigation Holds	√	
Audit Reports	√	
System Changes		√
Email Deletion*		√
Archiving Jobs*		√
*Requires coordination with Retain SaaS Operations		

## Service Support

Customer may contact Micro Focus through submitting online support tickets or by telephone. The Micro Focus Support Team will either provide support to the Customer directly or coordinate delivery of this support.

Online support for SaaS is available at: <https://www.microfocus.com/en-us/support>

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.

Support Features:

### Activity

Customer Success Manager	✓
Welcome Package	✓

## Service Description

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<b>24x7 Phone and Email Access</b>	✓
<b>Version and Security Updates</b>	✓
<b>Enhanced Technical Enablement</b> <b>Remote mentoring and train-the-trainer sessions on selected product features</b>	○
<b>99.9 % Availability SLA</b>	✓
✓ = Included	
○ = Optional for a fee	

## Service Monitoring

Micro Focus monitors Micro Focus Enterprise Messaging on SaaS solution components 24x7 availability.

## Capacity and Performance Management

All tiers of the SaaS infrastructure are proactively monitored for capacity and performance. 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

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

Micro Focus performs a backup of SaaS Data (including configuration data) every one (1) day ("Data Backup Frequency"). 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 properly entered by Customer or lost or corrupted at the time of backup or if Customer's request comes after the 7 days data retention time of such backup.

## Disaster Recovery for SaaS

### Business Continuity Plan

Micro Focus continuously evaluates different risks that might affect the integrity and availability of SaaS. As part of this continuous evaluation, Micro Focus develops policies, standards and processes that are implemented to reduce the probability of a continuous service disruption. Micro Focus documents its processes in a business continuity plan (“BCP”) which includes a disaster recovery plan (“DRP”). Micro Focus utilizes the BCP to provide core SaaS and infrastructure services with minimum disruption. The DRP includes a set of processes that implements and tests SaaS recovery capabilities to reduce the probability of a continuous service interruption in the event of a service disruption.

### Backups

Micro Focus performs both on-site and off-site backups with a 24 hours recovery point objective (RPO). Backup cycle occurs daily where a local copy of production data is replicated on-site between two physically separated storage instances. The backup includes a snapshot of production data along with an export file of the production database. The production data is then backed up at a remote site. Micro Focus uses storage and database replication for its remote site backup process. The integrity of backups is validated by (1) real time monitoring of the storage snapshot process for system errors, (2) validating CHECKSUM at the end of a backup process to assure the same number of bits exists on both source and destination storage systems, and (3) annual restoration of production data from an alternate site to validate both data and restore flows integrity.

## SaaS Security

Micro Focus maintains an information and physical security program designed to protect the confidentiality, availability, and integrity of SaaS Data.

### Technical and Organizational Measures

Micro Focus regularly tests and monitors the effectiveness of its controls and procedures. No security measures are or can be completely effective against all security threats, present and future, known and unknown. The measures set forth in this section may be modified by Micro Focus but represent a minimum standard. Customer remains responsible for determining the sufficiency of these measures.

### Physical Access Controls

Micro Focus maintains physical security standards designed to prohibit unauthorized physical access to the Micro Focus equipment and facilities used to provide SaaS and include Micro Focus data centers and data centers operated by third parties. This is accomplished through the following practices:

- Presence of on-site security personnel on a 24x7 basis
- Use of intrusion detection systems
- Use of video cameras on access points and along perimeter
- Micro Focus employees, subcontractors and authorized visitors are issued identification cards that must be worn while on premises
- Monitoring access to Micro Focus facilities, including restricted areas and equipment within facilities
- Maintaining an audit trail of access

## Access Controls

Micro Focus maintains the following standards for access controls and administration designed to make 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 and ISO27018 requirements for PII protections
- SaaS Data is accessible only by authorized Micro Focus personnel who have a legitimate business need for such access, with user authentication, sign-on and access controls
- Employment termination or role change is conducted in a controlled and secured manner
- Administrator accounts should only be used for the purpose of performing administrative activities
- Each account with administrative privileges must be traceable to a uniquely identifiable individual
- All access to computers and servers must be authenticated and within the scope of an employee's job function
- Collection of information that can link users to actions in the SaaS environment
- Collection and maintenance of log audits for the application, OS, DB, network, and security devices according to the baseline requirements identified
- Restriction of access to log information based on user roles and the "need-to-know"
- Prohibition of shared accounts

## Availability Controls

Micro Focus's business continuity management process includes a rehearsed method of restoring the ability to supply critical services upon a service disruption. Micro Focus's continuity plans cover operational shared infrastructure such as remote access, active directory, DNS services, and mail services. Monitoring systems are designed to generate automatic alerts that notify Micro Focus of events such as a server crash or disconnected network.

Controls regarding disruption prevention include:

- Uninterruptible power supplies (UPS) and backup power generators
- At least two independent power supplies in the building
- Robust external network connectivity infrastructure

## Data Segregation

SaaS environments are segregated logically by access control mechanisms. Internet-facing devices are configured with a set of access control lists (ACLs), which are designed to prevent unauthorized access to internal networks. Micro Focus uses security solutions on the perimeter level such as: firewalls, IPS/IDS, proxies, and content-based inspection in order to detect hostile activity in addition to monitoring the environment's health and availability.

## Data Encryption

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

## Audit

Micro Focus appoints an independent third party to conduct an annual audit of the applicable policies used by Micro Focus to provide SaaS. A summary report or similar documentation will be provided to Customer upon request. Subject to Customer's execution of Micro Focus's standard confidentiality agreement, Micro Focus agrees to respond to a reasonable industry standard information security questionnaire concerning its information and physical security program specific to SaaS no more than once per year. Such information security questionnaire will be considered Micro Focus confidential information.

## Micro Focus Security Policies

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

## Scheduled Maintenance

To enable Customers to plan for scheduled maintenance by Micro Focus, Micro Focus reserves predefined timeframes to be used on an as-needed basis. Micro Focus reserves a weekly window each weekend to perform minor maintenance tasks of one (1) hour or less. (Friday 19:00 to Monday 00:00 Local Customer Time) Noncritical times during this week-end window will be arranged with the customer. Prior notice will not be required if the expected outage is less than one hour and within the agreed non-critical time.

Outages requiring more than an hour will be arranged and approved by the customer in advance.

These windows will be used on an as-needed basis.



## Scheduled Version Updates

“SaaS Upgrades” are defined as major version updates, minor version updates, and binary patches applied by Micro Focus to Customer’s SaaS in production. These may or may not include new features or enhancements. Micro Focus determines whether and when to develop, release and apply any SaaS Upgrade. Customer is entitled to SaaS Upgrades during the applicable SaaS Order Term unless the SaaS Upgrade introduces new functionality that Micro Focus offers on an optional basis for an additional fee.

Micro Focus determines whether and when to apply a SaaS Upgrade to Customer’s SaaS. Unless Micro Focus anticipates a service interruption due to a SaaS Upgrade, Micro Focus may implement a SaaS Upgrade at any time without notice to Customer. Micro Focus aims to use the Scheduled Maintenance windows defined herein to apply SaaS Upgrades. Customer may be required to cooperate in achieving a SaaS Upgrade that Micro Focus determines in its discretion is critical for the availability, performance, or security of SaaS.

## Service Decommissioning

Upon expiration or termination of the SaaS Order Term, Micro Focus may disable all Customer access to SaaS, and Customer shall promptly return to Micro Focus (or at Micro Focus’s request destroy) any Micro Focus materials.

For an additional fee, Micro Focus will make available to Customer any SaaS Data in Micro Focus’ possession in the format generally provided by Micro Focus. The target timeframe is set forth below in Termination Data Retrieval Period SLO. After such time, Micro Focus shall have no obligation to maintain or provide any such data, which will be deleted in the ordinary course.

## Service Level Objectives

Micro Focus provides clear, detailed, and specific Service Level Objectives (SLOs) for SaaS. These SLOs are targets used by Micro Focus to deliver the service and are provided as guidelines. They in no way create a legal requirement or obligation for Micro Focus to meet these objectives.

### Solution Provisioning Time SLO

Solution Provisioning is defined as Retain SaaS being available for access over the internet. For customers not migrating from on-premise, Micro Focus targets to make Retain SaaS available within five (5) business days of the customer’s Order being booked within the Micro Focus order management system.

For customers migrating from on-premise to SaaS, Micro Focus targets to contact the customer within five (5) business days of the customer’s Order being booked within the Micro Focus order management system to prepare a migration plan.

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.

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#### **Solution Availability SLO**

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

#### **Measurement Method**

Solution Uptime shall be measured by Micro Focus using Micro Focus monitoring software checking for Retain SaaS availability in five-minute intervals. On a quarterly basis, Solution Support Uptime will be measured using the measurable hours in the quarter (total time minus planned downtime, including maintenance, upgrades, etc.) as the denominator. The numerator is the denominator value minus the time of any outages in the quarter (duration of all outages combined) to give the percentage of available uptime (2,198 actual hours available / 2,200 possible available hours = 99.9% availability).

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

#### **Boundaries and Exclusions**

Solution Uptime shall not apply to or include any time during which SaaS is unavailable in connection with any of the following (specifically, the number of hours of unavailability in the measured period per the Measurement Method section above due to the following shall not be included in either the numerator or the denominator for the measurement):

- Overall Internet congestion, slowdown, or unavailability
- Unavailability of generic Internet services (e.g., DNS servers) due to virus or hacker attacks
- Force majeure events
- 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 SaaS Upgrades

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

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

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### Retain SaaS

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

### Boundaries and Exclusions

Online Support Uptime shall not apply to or include any time during which the SaaS support portal is unavailable in connection with any of the following (specifically, the number of hours of unavailability in the measured period per the Measurement Method section above due to the following shall not be included in either the numerator or the denominator for the measurement):

- Overall Internet congestion, slowdown, or unavailability
- Unavailability of generic Internet services (e.g., DNS servers) due to virus or hacker attacks
- Force majeure events
- Actions or inactions of Customer (unless undertaken at the express direction of Micro Focus) or third parties beyond the control of Micro Focus
- Unavailability due to Customer equipment or third-party computer hardware, software, or network infrastructure not within the sole control of Micro Focus
- Scheduled maintenance
- Scheduled SaaS Upgrades

### Initial SaaS Response Time SLO

The Initial SaaS Response Time refers to the support described herein. It is defined as the acknowledgment of the receipt of Customer’s request and the assignment of a case number for tracking purposes. Initial SaaS Response will come as an email to the requester and include the case number and links to track it using Micro Focus online customer portal. The Initial SaaS Response Time covers both service request and support requests. Micro Focus targets to provide the Initial SaaS Response no more than one hour after the successful submission of Customer’s request.

### SaaS Support SLOs

There are two types of SaaS Support SLOs: Service Request and Support Request SLOs.

- The Service Request SLO applies to the majority of routine system requests. This includes functional system requests (product add/move/change), informational, and administrative requests.
- The Support Request SLO applies to issues that are not part of the standard operation of the service and which causes, or may cause, an interruption to or a reduction in the quality of that service.

The Response and Resolution Targets are provided as guidelines and represent typical request processing by Micro Focus SaaS support teams. They in no way create a legal requirement or obligation for Micro Focus to respond in the stated time. The Response and Resolution Targets, including their scope and determining factors (such as impact and urgency), are further described at <https://home.software.microfocus.com/myaccount/slo/>.

### Termination Data Retrieval Period SLO

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

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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></ul>

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	<ul style="list-style-type: none"><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>

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### 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 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 purchase order (PO) is booked within the Micro Focus order management system
- The import of 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

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Micro Focus in performing its obligations under this Service Description, Micro Focus will not be liable for such failure or delay.