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Service Description

# Service Description

**Vertica Accelerator**

September 2021



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This Service Description describes the components and services included in Micro Focus Vertica Accelerator (VA) (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 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.

## Definitions

Capitalized terms used in this Service Description shall have the meanings assigned to them in the Micro Focus Customer Terms – Software-as-a-Service. Additional terms that are applicable to this Service Description are defined as follows:

**Customer:** For the purposes of the Service Description, the term “Customer” shall also include, when appropriate, Client. Specifically, when applicable to a Client, Customer is responsible for its Client’s compliance with the terms of the Service Description, as if Customer were fulfilling such obligations itself.

**Data Warehouse:** Database used for reporting and data analysis.

**Defect:** Any non-compliance or failure of the solution to meet the relevant specification; or any part of the solution that causes a non-system defined error message to be displayed (whether generated by the solution or by the operating system running the solution); or results in the solution doing something that it was not designed to do; or results in the solution not doing something that it was designed to do.

**Development:** An environment in the Service where the features and functionality are built and tested for Customer.

**Direct Connection:** A service provided by AWS to connect Customer’s data centers to AWS data centers.

**Disaster Recovery (DR):** Processes, policies and procedures related to preparing for recovery or continuation of technology infrastructure. Disaster Recovery solutions are subject to Customer-defined parameters, and third party/vendor RTOs including but not limited to technical limitations and are subject to SLA restoration defined in Severity Levels.

**Consulting Units:** <TBD>

**High Availability (HA):** The system will survive a predefined set of system failure scenarios without an incident.

**Incident:** An issue experienced within an Application related to availability or service connectivity.

**Support:** Support levels are defined in Micro Focus Maintenance and Support Agreements are available here: <https://www.microfocus.com/en-us/support/maintenance-and-support-agreements>.

**Patch:** Periodic system updates usually available for operating systems and applications. Customers will need to opt in to receive the updates and schedule down time on their Vertica cluster with Vertica Accelerator support.

**Production:** An environment in the Service used for business or technical operations by Customer’s end users.

**Project:** Work required that relates to new features that are being developed.

**Severity Levels:** Severity levels are defined in in Microfocus Maintenance and Support Agreements available here: <https://www.microfocus.com/en-us/support/maintenance-and-support-agreements>.

**SKU:** A stock keeping unit to identify available products and services available in the Service.

**Service Request:** A request for assistance or a task to be performed, including work related to Support.

**VPN:** Virtual Private Network.

**Warranty Issues:** The system does not operate as specified through the development of the solution or feature during the applicable Warranty Period, which is 45 days from acceptance by Customer, subject to any conditions outlined in the appropriate Professional Services Statement of Work.

## Permitted Uses

Subject to the terms and conditions of the Service Description, Micro Focus grants Customer during the Service Description Term the non-exclusive, non-transferable and terminable subscription to use the SaaS and to display content solely for its business operations, provided such operations shall not include service bureau use, outsourcing, renting, or time-sharing the Service.

The subscription granted by Micro Focus herein is not a concurrent user license and the rights granted to Customer are provided to Customer on the condition that Customer does not (and does not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Service or any part thereof or otherwise attempt to discover any source code, modify the SaaS in any manner or form, or use unauthorized modified versions of the Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the SaaS. Customer is expressly prohibited from sublicensing use of the SaaS to any third parties not explicitly identified in the applicable Statement of Work.

Customer acknowledges and agrees that Micro Focus shall own all rights, title, and interest in and to all intellectual property rights in the Service. Except as provided in the Agreement, the subscription granted to Customer does not convey any ownership in the Service or any intellectual property rights thereto. Any rights not expressly granted herein are reserved by Micro Focus.

## Using Amazon Web Services for Service

Customer must have an Agreement directly with Amazon Web Services (AWS) to utilize this SaaS, which is hosted in the (AWS) infrastructure. The AWS environment must be accessible from the Customer's locations, have access to the internet and access to Micro Focus's control plane end points. Customer's use of AWS is governed by their Enterprise Agreement.

In addition, Customer agrees to set up cross account IAM access between their own AWS account and VA's AWS management plane account. Micro Focus does not take any responsibility for any issue that may arise from this setup.

## Service Terms

Customer acknowledges and agrees to the following terms of service. In addition, Customer agrees that unless explicitly stated otherwise, any new features that augment or enhance the Service, and/or any new service(s) subsequently purchased by the Customer will be subject to this Schedule.

## Managed or Support Services Basis

The Service may be wholly “Managed” by the Micro Focus, where Customer is accessing the Applications via established secure interfaces, or the Service may be based on “Support Services” by the Micro Focus, where the Applications are under the Customer’s control, and Micro Focus is provided secure access to the Applications to provide the Service.

In the cases where the Service is Managed:

- (a) **Secure Interfaces & Networks.** Customer agrees to use software produced by third parties, including, but not limited to, “browser” software that supports a data security protocol compatible with the secure protocols used by Micro Focus. Until notified otherwise by Micro Focus, Customer agrees to use software that supports the Secure Socket Layer (SSL) protocol or other protocols accepted by Micro Focus and to follow logon procedures for services that support such protocols. Customer acknowledges that Micro Focus is not responsible for notifying Customer of any upgrades, fixes, or enhancements to any such software or for any compromise of data transmitted across computer networks not owned or operated by Micro Focus or telecommunications facilities, including, but not limited to, the Internet.
- (b) **Transmission of Data.** Customer understands that the technical processing and transmission of electronic communications is fundamentally necessary for use of the Service. Customer expressly consent to Micro Focus’s receipt and storage of electronic communications and/or Customer Data, and Customer acknowledges and understands that electronic communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by Micro Focus. Customer acknowledges and understands that changes to Customer’s electronic communications may occur to conform and adapt such data to the technical requirements of connecting networks or devices. Customer acknowledges and understands that electronic communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone, or other electronic means. Customer agrees that Micro Focus is not responsible for any electronic communications and/or Customer Data that are lost, altered, intercepted, or stored without authorization during transmission across networks not owned and/or operated by Micro Focus.
- (c) **Links.** The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because Micro Focus has no control over such sites and resources, Customer acknowledges and agrees that Micro Focus is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources.
- (d) **Handling of Customer Data in The Event of Termination.** Customer acknowledges and agrees that following termination of a Customer account and/or use of the Service, Micro Focus shall deactivate such Customer account and that following a reasonable period of not less than ninety (90) days shall be able to delete Customer’s account and related Customer Data. During such ninety (90) day period, Micro Focus will grant Customer temporary, limited access to the Service for the sole purpose of permitting Customer to retrieve all Customer Data, provided that Customer has paid in full all good faith undisputed amounts owed to Micro Focus. Customer further agrees that Micro Focus shall not be liable to Customer or to any third party for any termination of Customer access to the Service or deletion of Customer Data, provided that Micro Focus is in compliance with the terms of the Agreement and the applicable Schedule, as well as this Section 4.1(f).

- (e) **Modification to, or Discontinuation of the Service:** Micro Focus reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In the event that Micro Focus modifies the Service in a manner which removes, disables, or adversely impacts the operation of a feature or functionality on which Customer materially relies, Micro Focus, at Customer's request, shall use commercially reasonable efforts to substantially restore such functionality to Customer. In the event that Micro Focus is unable to substantially restore such functionality, Customer shall have the right to terminate the applicable Schedule and receive a pro-rata refund of the license fees paid under the Agreement for use of the Service, which was paid for by Customer but not yet furnished by Micro Focus as of the date of such termination. Customer acknowledges that Micro Focus reserves the right to discontinue offering the Service at the conclusion of Customer's then current Managed Services Term. Except as set forth in this paragraph, Customer agrees that Micro Focus shall not be liable to Customer or to any third party for any modification of the Service as described in this Section 4.1(g); provided that this sentence will not absolve Micro Focus of liability if any such modification results in a Security Incident.

In the case where the Service consists of Support Services:

- (f) Customer shall provide subject matter expertise and support to the Micro Focus when it is deemed necessary for the Applications to interact with other systems outside of the Application boundary, but within the Customer's control.

### **Customer's Lawful Conduct**

Customer agrees to comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its use of the Service, including without limitation those related to privacy, electronic communications, and anti-spam legislation. Customer will not send any electronic communications from the Service that is unlawful, harassing, libelous, defamatory, or threatening. Except as permitted by the Agreement or the applicable Schedule, no part of the Service may be copied, reproduced, distributed, republished, displayed, posted, or transmitted in any form or by any means. Customer agrees not to access the Service by any means other than through the interfaces that are provided by Micro Focus. Customer shall not license, rent, sell, lease, transfer, assign, distribute, display, host, outsource, disclose, or otherwise commercially exploit or make the Service available to any third party other than an authorized Client or user, including but not limited to, uploading, posting, reproducing or distributing any information, software or other material protected by copyright or any other intellectual property right (including rights of publicity and privacy), creating internet links to the Service to include login information, without first obtaining the permission of the owner of such rights. Login information includes but is not limited to, usernames, passwords, secure cookies, and/or "mirroring" or "framing" any part of the Service. Customer will not in any way, express or implied, communicate that any opinions contained in Customer's electronic communications are endorsed by Micro Focus. The Service will not be used as a means for Customer or someone acting on Customer's behalf to solicit any Micro Focus customers for purposes of providing any competitive product. Customer agrees to ensure that any use of the Service by Customer's Clients, employees or other users is in accordance with the terms and conditions of this Agreement.

### **Utilization of Support**

Micro Focus will make commercially reasonable efforts to promote Customer's successful utilization of the Service, including but not limited to providing Customer with User Guides and online help, as well as optional and "for fee" training classes. Micro Focus also offers Customer Support and Professional Services consultation. Customer acknowledges that Micro Focus has extensive experience helping Customers improve utilization and realization of benefits of the Service, and that not following the advice of Micro Focus in these areas may substantially undermine Customer's successful utilization of the Service.

## Service Specifications

### Summary

Vertica Accelerator (VA) is a cloud-based software as a service application that can create, manage, and monitor Vertica databases created in customer provided cloud account. Customers provide their own cloud account for provisioning the hardware during the initial onboarding process via setting up a Cross Account IAM Access between their cloud account and Vertica Accelerator's control plane cloud account.

VA provides Vertica in Eon mode as a service and a control plane that creates customer database(s), manages the infrastructure and operations for, and monitors said database(s) created.

VA static, dynamic website, and dynamic web services are made available by purchasing vCPU Hours. Customer options include pre purchasing vCPU Hours or "pay-as-you-go".

VA monitors the database creation and updates to track the usage of the databases in order to calculate the billing basis and vCPU hours.

### Cloud Environment

Vertica Accelerator product is accessed by Customers via a website console hosted at <https://accelerator.vertica.com>. The following services are part of the Vertica Accelerator product, which operates in the Customer's AWS environment. Customer will be responsible for providing and maintaining the virtual environment needed for hardware and software in the Customer network as well as the connection link to the SaaS control plane.

#### Create Vertica Database

##### Create/Delete subclusters for a database

##### Start/Stop Vertica subcluster

##### Add/Remove nodes in a Vertica database subcluster

##### Monitor Node State of Vertica database

##### Number of Active Users and Sessions

##### Monitoring charts

##### Schedule based auto-scaling

##### Elastic auto-scaling

##### Connection information

##### Terminate/Revive Database

##### Idle Shutdown

##### Event logs

**Backups.** Included in the SaaS the opportunity for a full back up of Customer's data warehouse, however it is configured by Customer regarding frequency and retention.

**Disaster Recovery (DR).** Included in the SaaS the opportunity for data recovery of Customer's data warehouse, however it is configured by the Customer.

## Support Services Provided

**Vertica Support.** Standard support for Vertica database is included in all purchases.

**Orchestration and management support.** Standard support is included in all purchases for any issues that may arise during orchestration and management of any database created using VA product.

## Services Not in Scope

**Migration**

**Performance tuning**

**Custom install**

## Service Options

### Standard Support

Standard Support is included with all purchases. The Customer may contact Micro Focus through a variety of methods such as online chat, support tickets, email or telephone. The Micro Focus Support Team will either provide support to the Customer directly or coordinate delivery of this support. The severity of the request determines the response and resolution time. Online support and product documentation are available within the SaaS web portal.

- 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 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 at +1 800 893 8141, 24 hours a day, 7 days a week.
- All support is provided remotely.

### Service Decommissioning

If a customer does not renew their contract at the end of their term, their service will be cancelled. 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 SaaS solution, and Customer shall promptly return to Micro Focus (or at Micro Focus's request destroy) any Micro Focus Materials. Customer will no longer be able to use the Vertica software so any customer database will no longer be accessible.



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.

## Service Level Objectives and Updates

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.

## Solution Provisioning Time SLO

Solution Provisioning is defined as the SaaS solution being available for access over the internet. Micro Focus targets to make SaaS available within five (5) 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.

### Measurement Method

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 (2189 actual hours available / 2200 possible available hours = 99.5% 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, including but not limited to the AWS environment
- Scheduled Maintenance

- Scheduled Version Updates

### **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 SaaS production application on a twenty-four hour, seven days a week (24x7) basis at a rate of 99.5 % (“Solution Uptime”).

### **Initial SaaS Response Time SLO**

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

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

The Termination Data Retrieval Period is defined as the length of time in which Customer can retrieve a copy of their Customer SaaS data from Micro Focus. Micro Focus targets to make available such data for download in the SaaS format generally provided by Micro Focus for thirty (30) days following the termination of the SaaS Order Term.

### **Scheduled Version Updates**

“SaaS Upgrades” are defined as both major version updates, minor version updates and binary patches applied by Micro Focus to the SaaS 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 SaaS service unless the SaaS Upgrade introduces new functionality that Micro Focus offers on an optional basis for an additional fee.

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 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 the SaaS solution.

### **Scheduled Maintenance**

To enable Customers to plan for scheduled maintenance by Micro Focus, Micro Focus reserves predefined timeframes to be used on an as-needed basis. Micro Focus reserves a weekly two (2) hour window (Thursday 00:00 to 02:00 EDT/EST) and one (1) monthly twenty-four (24) hour window (Saturday 00:00 to Sunday 00:00 EDT/EST). These windows will be used on an as-needed basis.

## Unplanned Outages

Unplanned outages may be required to resolve urgent infrastructure, security, or potential unforeseen issues. Micro Focus will endeavor to provide as much notice as possible in these circumstances and will provide information to Customer and affected Clients regarding the expected length of any such outage.

## Service Request Management

Micro Focus shall manage all requests in accordance with the applicable SLO through the Customer-provided ticketing tool, to which the Micro Focus Support Team will be provided access to manage escalations and monitor issues. Requests raised will broadly fall into the following categories: (a) requests managed through the SLA, including Warranty Issues, Service Requests, Defects and Incidents; and (b) requests for work that is not covered under the SLA such as a Major Enhancement.

## Support Contacts

All support requests must be initiated with a support ticket.

## Commercial Terms

### Terms

Service Fees are paid under one of the following two methodologies. A Customer who elects VA pay as you go may convert to VA pre-purchase by signing a New Order Term for a minimum of 1 year.

### Vertica Accelerator (VA) Pre-Purchase Commitment

Customer can pre purchase vCPU hours from Micro Focus for a minimum term of 1 year. Customers will be able to purchase longer terms which can be negotiated with their sales representative. Customers consume the vCPU hours only when Vertica database nodes created using VA are running. vCPU Hour consumption is calculated based on the AWS instance type customer chooses while creating their databases. Customers are encouraged to read AWS documentation for their selected AWS instance type and use the specified vCPUs and their desired uptime for the database to calculate their total vCPU Hours usage.

Additionally, following three scenarios are possible when customer pre purchase vCPU Hours:

1. At the end of the term, customer has used exactly the right amount of vCPU Hours. In this scenario, as per customer agreement, their contract can be renewed for the next term.
2. At the end of the term, customer has used less than the vCPU Hours pre purchased. In this scenario, any unused vCPU Hours will not be rolled into any new contract.
3. During the term, customer uses vCPU Hours in excess of the pre purchased vCPU Hours. When this happens, Customers' account will be charged as an overage expense at the list price of VA product.

### Vertica Accelerator (VA) Pay as you go

Customer can purchase a pay as you go model where they can pay in arrears for any usage of vCPU Hours at a pre-determined frequency (monthly in most cases).

## Consulting Units

Consulting Units are optionally purchased prospectively at the commencement of the Services Term and annually thereafter. These units may be used for Professional Services.

## Standard Service Responsibilities

### Roles and Responsibilities

This section describes general Customer and Micro Focus responsibilities relative to the SaaS solution. 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 the SaaS solution</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 solution end users for problem isolation</li><li>• Performs SaaS solution 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 solution administrators</li> <li>• Provides periodic feedback to the SaaS solution Administrator</li> </ul>
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**Micro Focus Roles and Responsibilities**

<b>Micro Focus Role</b>	<b>Responsibilities</b>
<b>Customer Success Manager (CSM)</b>	<ul style="list-style-type: none"> <li>• Serves as the customer liaison to Micro Focus</li> <li>• Coordinates Micro Focus resources including system and process experts as necessary</li> <li>• Facilitates ongoing mentoring</li> <li>• Coordinates with the customer during required and periodic maintenance</li> <li>• Oversees the customer onboarding process</li> </ul>
<b>Service Operations Center staff (SOC)</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 the SaaS solution</li> <li>• Provides 24x7 application support</li> </ul>
<b>Operations staff (Ops)</b>	<ul style="list-style-type: none"> <li>• Monitors the SaaS solution for availability</li> <li>• Provides 24x7 SaaS infrastructure and application support</li> <li>• Performs system-related tasks such as backups, archiving, and restoring instances according to Micro Focus’s standard practices</li> </ul>

**Assumptions and Dependencies**

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

- The service commencement date is the date on which Customer’s purchase order (PO) is booked within the Micro Focus order management system.
- Customer must ensure that its administrators maintain accurate contact information with 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, the SaaS solution 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 the SaaS solution
- Configuring Customer's network devices to access the SaaS solution
- 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.
- Customer will not make changes to the security controls and configuration in the Customer's Vertica Accelerator environment deployed in the Customer's AWS account.

## **Vertica Accelerator Security Terms**

### **General Security Provisions**

Micro Focus shall use commercially reasonable efforts consistent with its obligations under the Micro Focus Terms to protect the Customer from any existing, increased or introduced security risks arising by ensuring, where appropriate, an assessment of security compliance, threats and security risk is completed, with appropriate subject matter expertise and management rigor.

Micro Focus is only required to meet the control objectives and control requirements in this Service Description to the extent that it is part of or relates to Micro Focus' provision of VA and any agreed upon additional Services.

Steps taken by Micro Focus in accordance with this Section 9 or otherwise set out in the Service Description to not guarantee protection from risks.

## Security Policy, Organization of Information Security

**Information Security Policy.** Micro Focus shall provide management direction and support for information security in accordance with business requirements and relevant laws and regulations.

**Internal Organization.** Micro Focus shall manage information security within the Micro Focus organization.

## External Parties

Micro Focus shall meet the customer responsibilities as documented in the AWS Shared Responsibility Model for the VA AWS management plane account. Micro Focus shall not be responsible for the security of Customer's information since this data is stored in the Customer's AWS account.

## Human Resources Security

- **Prior to employment.** Micro Focus shall make commercially reasonable efforts to ensure that its employees and contractors understand their responsibilities; and are suitable for the roles for which they are considered.
- **During employment.** Micro Focus shall make commercially reasonable efforts to ensure that all employees and contractors are aware of information security threats and concerns, their responsibilities, and liabilities, and are equipped to support organizational security policy in the course of their normal work, in order to reduce the risk of human error.
- **Termination or change of employment.** Micro Focus ensures that employees and contractors exit the organization or change employment in an orderly manner.

## Physical and Environmental Security

- **Secure areas.** Micro Focus shall implement and maintain safeguards in accordance with recommended industry standards to prevent unauthorized physical access, damage, and interference with the Customer's information.
- **Equipment security.** Micro Focus shall implement and maintain appropriate equipment security measures in accordance with recommended industry standards to prevent loss, damage, theft, or interruption to the Customer's activities.

## Communications and Operations Management

- **Protection against Harmful Code.** Micro Focus shall implement and maintain procedures and safeguards to protect the integrity of data within the Vertica Accelerator management plane account in accordance with recommended industry standards.
- **Exchange of Information.** Micro Focus shall implement and maintain safeguards in accordance with recommended industry standards to maintain the security of the Vertica Accelerator management plane account.

## Information Security Incident Management

- **Reporting information security events and weaknesses.** Micro Focus shall ensure that information security events and weaknesses associated with Vertica Accelerator are communicated in a manner that allows Micro Focus to take timely corrective action.
- **Management of information security incidents and improvements.** Micro Focus shall ensure a consistent and effective approach is applied to managing information security incidents.
- 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 email at [swpmb.softwaresoc@microfocus.com](mailto:swpmb.softwaresoc@microfocus.com).

## Business Continuity Management

**Information security aspects of business continuity management.** Micro Focus shall implement controls in accordance with recommended industry standards to counteract interruptions to Customer's business activities related to Vertica Accelerator from the effects of major failures of information systems or disasters and ensure their timely resumption.

## 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.
- 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.
- 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.



## Data Encryption

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

## Compliance

- **Compliance with legal requirements.** Micro Focus shall comply with legal requirements and avoid breaches of any law, statutory, regulatory, or contractual obligations, and of any security requirements.
- **Self-assessment.** Micro Focus shall perform and report regular assessments of information security compliance, threats, and security risks, and implement corrective actions to minimize and prevent security risks.

## 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 VA solution. A summary report or similar documentation will be provided to Customer upon request.

## Good Faith Cooperation

Customer acknowledges that Micro Focus's ability to perform the Services depends upon Customer's timely performance of its obligations and cooperation, as well as the accuracy and completeness of any information and data provided to Micro Focus. Where this Service Description requires agreement, approval, acceptance, consent or similar action by either party, such action will not be unreasonably delayed or withheld. Customer agrees that to the extent its failure to meet its responsibilities results in a failure or delay by Micro Focus in performing its obligations under this Service Description, Micro Focus will not be liable for such failure or delay.