Service Description

Micro Focus
Adoption Readiness Tool ELE Cloud

12 December 2019
“This Service Description describes the components and services included in Micro Focus ART ELE Cloud (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

High Level Summary

ART ELE Cloud subscription is a SaaS based solution for creating and distributing digital training with product demonstration videos, simulation based exercises and assessments. The yearly subscription includes the access to the modules indicated below.

**SaaS Product modules offered**

<table>
<thead>
<tr>
<th>SaaS Delivery Components</th>
<th>Type</th>
<th>Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 ART ELE Cloud Version Controlled Repository</td>
<td>Online</td>
<td>Yes</td>
</tr>
<tr>
<td>2 ART ELE Cloud Cloud Management Center</td>
<td>Online</td>
<td>Yes</td>
</tr>
<tr>
<td>3 ART ELE Cloud Learning Library Portal</td>
<td>Online</td>
<td>Yes</td>
</tr>
<tr>
<td>4 ART ELE Cloud Developer Kit</td>
<td>Windows Desktop Application</td>
<td>Yes</td>
</tr>
</tbody>
</table>

**SaaS operational services**

<table>
<thead>
<tr>
<th>Operational Services</th>
<th>Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>Online Onboarding course at <a href="http://www.microfocus.com/software/art">www.microfocus.com/software/art</a></td>
<td>Yes</td>
</tr>
<tr>
<td>Import and publish ART content (simulations, courses, etc)</td>
<td>Additional Service Fee / Training Units</td>
</tr>
<tr>
<td>Checkpoint CSM meetings</td>
<td>Additional Service Fee / Training Units</td>
</tr>
<tr>
<td>Ongoing CSM meetings</td>
<td>Additional Service Fee / Training Units</td>
</tr>
<tr>
<td>User Management Setup via Security Assertion Markup Language (SAML)</td>
<td>Additional Service Fee / Training Units</td>
</tr>
<tr>
<td>Technical Support</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Additional Services are charged in Software Education Training Units. [www.microfocus.com/training](http://www.microfocus.com/training)  
[www.microfocus.com/training/contact-us](http://www.microfocus.com/training/contact-us)
Architecture Components

Micro Focus deploys the ART ELE Cloud using Amazon’s AWS infrastructure, monitors the system for 24x7 availability, and provides related 24x7 infrastructure and platform support, including platform version upgrades. The customer can access ART ELE Cloud through the Internet (HTTPS) or via the ART ELE Developer Kit (on-site).

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 unless contracted through an optional services engagement and will not commit to any SLO for any non-contracted services.

Service Components and Support

Micro Focus offers support and operational services as part of Micro Focus ART ELE Cloud solution Support. In addition, Micro Focus provides ongoing expertise to assist the customer with utilizing and maintaining the ART ELE Cloud solution over time.

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.

Technical ART product support is available at from the Micro Focus Software Support Portal.
https://mysupport.microfocus.com

On this support portal you can find various options to get support like the knowledge base, support forums, submit a service request and have a live chat with a support agent.

The following URL provides you the latest Customer Support Handbook

For receiving personal assistance for creating a new service request we kindly ask you to contact one of our agents as listed in the following document:
https://softwaresupport.softwaregrp.com/doc/KM00006

Online community support for ART related products is available at:
www.microfocus.com/software/art/art54/help

Introduction training is available at: www.microfocus.com/software/art
Micro Focus Software Support maintains a 24x7x365 Support Service, which will be the single point of contact for all issues related to the support for Micro Focus ART ELE Cloud solution 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 through the Software Support portal, chat or telephone 24 hours a day, 7 days a week.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Included</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Automatic Version Updates</strong></td>
<td>Yes</td>
</tr>
<tr>
<td>Both the online portal and local Developer Kit will auto update itself</td>
<td></td>
</tr>
<tr>
<td><strong>Enhanced Technical Enablement</strong></td>
<td>Additional Service Fee / Training Units</td>
</tr>
<tr>
<td>Remote Instructor Led Training and mentoring</td>
<td></td>
</tr>
<tr>
<td><strong>Advanced Customization</strong></td>
<td>Additional Service Fee / Training Units</td>
</tr>
<tr>
<td>Remote online assistance with the setup and configuration</td>
<td></td>
</tr>
<tr>
<td><strong>Advanced Reporting</strong></td>
<td>Additional Service Fee / Training Units</td>
</tr>
<tr>
<td>Remote online assistance with the implementation of custom reports</td>
<td></td>
</tr>
<tr>
<td><strong>Import ART Content</strong></td>
<td>Additional Service Fee / Training Units</td>
</tr>
<tr>
<td>Remote assistance with importing and publishing existing ART Content into the ART ELE Cloud portal</td>
<td></td>
</tr>
<tr>
<td><strong>Translate ART Content</strong></td>
<td>Additional Service Fee / Training Units</td>
</tr>
<tr>
<td>Use of XLIFF export/import to translate content into another language</td>
<td></td>
</tr>
</tbody>
</table>

Additional Services are charged in Software Education Training Units.

[www.microfocus.com/training](http://www.microfocus.com/training)
[www.microfocus.com/training/contact-us](http://www.microfocus.com/training/contact-us)
**Service Monitoring**

Micro Focus monitors 24x7 the ART ELE Cloud solution components availability.

**Capacity and Performance Management**

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

**Operational Change Management**

Micro Focus follows a set of standardized methodologies and procedures for efficient and prompt handling of changes to SaaS infrastructure and application, which enables beneficial changes to be made with minimal disruption to the service.

### 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 ART ELE Cloud and access to the ART ELE Cloud Customer data, following an outage or similar loss of service.

The following types of Customer-specific data are included in the ART ELE Cloud database that resides in the Micro Focus SaaS environment:

<table>
<thead>
<tr>
<th>Data</th>
<th>Data Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>ART source files</td>
<td>Customer</td>
</tr>
<tr>
<td>Published ART content</td>
<td>Customer</td>
</tr>
<tr>
<td>Managed documents</td>
<td>Customer</td>
</tr>
<tr>
<td>User accounts and roles</td>
<td>Customer</td>
</tr>
<tr>
<td>Versioning information</td>
<td>ART ELE Cloud</td>
</tr>
<tr>
<td>Content projects and access</td>
<td>ART ELE Cloud</td>
</tr>
<tr>
<td>Reports and Assessment Results</td>
<td>ART ELE Cloud</td>
</tr>
</tbody>
</table>

ART ELE Cloud is implemented over AWS technology service stack and data is maintained over two availability zones (AZs) allowing us to quickly recover an ART ELE Cloud solution in case of a disaster.

Availability zones (AZs) are distinct geographical locations that are engineered to be insulated from failures in other AZs. Elastic IP addresses are used to work around host or availability zone failures by quickly remapping the address to another running instance or a replacement instance that was just started.
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. ART ELE Cloud is implemented using AWS technology service stack with data maintained in 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 ART ELE Cloud instance 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.

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”).

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.

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;
- 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;”.
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 where data is maintained; and
- robust external network connectivity infrastructure.

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 firewall rules, which are designed to prevent unauthorized access to internal networks. Micro Focus uses security solutions on the perimeter level such as firewalls and IDS in order to detect hostile activity in addition to monitoring the environment’s health and availability.

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 Micro Focus ART ELE Cloud 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 Certifications

Micro Focus conducts annual reviews of its policies around the delivery of SaaS against SOC Type II standards and practices. 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 through the normal support route.

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 (5) 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 nine (9) hours window (Saturday 21:00 to Sunday 06:00 Eastern Standard Time). These windows will be used on an as-needed basis.

Planned windows will be scheduled at least two (2) weeks in advance when Customer action is required, or at least four (4) days in advance otherwise.

Scheduled Version Updates

“SaaS Upgrades” are defined as both major version updates, minor version updates and binary patches applied by Micro Focus to Customer’s ART ELE Cloud 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.

Micro Focus determines whether and when to apply a SaaS Upgrade to all Customer’s ART ELE Cloud solutions. 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. 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 ART ELE Cloud solution.

Micro Focus ART ELE Cloud updates automatically with the latest available release or hotfix.
10. Service Decommissioning

Customer may cancel Micro Focus ART ELE Cloud 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 ART ELE Cloud 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 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.

11. Service Level Objectives

1. Solution Provisioning Time SLO

Solution Provisioning is defined as the ART ELE Cloud solution being available for access over the internet. Micro Focus targets to make ART ELE Cloud available within 10 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 ART ELE Cloud 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 ART ELE Cloud production application on a twenty-four hour, seven days a week (24x7) basis at a rate of 99% (“Solution Uptime”).

3. Measurement Method

Solution Uptime shall be measured by Micro Focus. 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 (2,178 actual hours available / 2,156 possible available hours = 99% availability).

An “outage” is defined as two consecutive monitor failures within a five-minute period, lasting until the condition has cleared.
4. 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

**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 support requests. Micro Focus targets to provide the Initial SaaS Response no more than one business day after the successful submission of a customer support request.

**SaaS Support SLOs**
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.

**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 ART ELE Cloud data from Micro Focus. Micro Focus targets to keep the portal available for the customer for 30 days following the termination of the SaaS Order Term.
12. Micro Focus ART ELE Cloud Editions and Entitlements

Micro Focus ART ELE Cloud is available in only one edition with all features enabled. The list below summarizes the legal entitlements and restrictions for using the ART ELE Cloud solution:

- Customer is eligible to receive one (1) Micro Focus ART ELE Cloud solution instance that will be kept active for the duration of the SaaS contract.
- Every person for which access has been configured either through the basic authentication or the alternative SAML/SSO configuration, is a person who is consuming one named user entitlement regardless of the person actually accessing, creating or consuming any content.
- A user account must be created for every person who requires access to the content created, regardless of whether they access that content in any given period.
- Sharing a user account with multiple people is prohibited.
- Customer is eligible to create and distribute learning and support content only within the legal entity of the customer.
- Customer is eligible to create and distribute learning and support content covering Micro Focus software products, related products and integrations to boost the user adoption.
- It’s prohibited to sell any ART content or provide access to ART content to other customers outside the legal entity of the customer.
- ART Content Packs (courses) can be used in conjunction with the ART ELE Cloud solution Named User entitlements. ART Content Packs can be imported and published on the ART ELE Cloud solution.
- ART Enterprise Content Packs (courses) can be used in conjunction with the ART ELE Cloud Enterprise entitlement solution. ART Enterprise Content Packs can be imported and published on the ART ELE Cloud solution.

Micro Focus is allowed to audit the content and user access of the ART ELE Cloud solution used by the customer. Any violations of the named user entitlements or enterprise entitlement will be reported immediately to the Micro Focus legal department.
## 13. Standard Service Requirements

### Roles and Responsibilities

This section describes general Customer and Micro Focus responsibilities relative to the Micro Focus ART ELE Cloud 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**

<table>
<thead>
<tr>
<th>Customer Role</th>
<th>Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business owner</td>
<td>• Owns the business relationship between the customer and Micro Focus</td>
</tr>
<tr>
<td></td>
<td>• Owns the business relationship with the range of departments and organizations using Micro Focus ART ELE Cloud solution</td>
</tr>
<tr>
<td></td>
<td>• Manages contract issues</td>
</tr>
<tr>
<td>Project manager</td>
<td>• Coordinates customer resources as necessary</td>
</tr>
<tr>
<td></td>
<td>• Serves as the point of contact between the customer and Micro Focus</td>
</tr>
<tr>
<td></td>
<td>• Drives communication from the customer side</td>
</tr>
<tr>
<td></td>
<td>• Serves as the point of escalation for issue resolution and service-related issues</td>
</tr>
<tr>
<td>Administrator</td>
<td>• Serves as the first point of contact for Micro Focus ART ELE Cloud solution end users for problem isolation</td>
</tr>
<tr>
<td></td>
<td>• Performs Micro Focus ART ELE Cloud solution administration</td>
</tr>
<tr>
<td></td>
<td>• Provides tier-1 support and works with Micro Focus to provide tier-2 support</td>
</tr>
<tr>
<td></td>
<td>• Coordinates end-user testing as required</td>
</tr>
<tr>
<td></td>
<td>• Leads ongoing solution validation</td>
</tr>
<tr>
<td></td>
<td>• Trains the end-user community</td>
</tr>
<tr>
<td></td>
<td>• Coordinates infrastructure-related activities at the customer site</td>
</tr>
<tr>
<td></td>
<td>• Owns any customization</td>
</tr>
<tr>
<td>Subject matter expert</td>
<td>• Leverages the product functionality designed by Customer’s Micro Focus ART ELE Cloud solution administrators.</td>
</tr>
<tr>
<td></td>
<td>• Provides periodic feedback to the Micro Focus ART ELE Cloud solution Administrator</td>
</tr>
</tbody>
</table>
Micro Focus Roles and Responsibilities

<table>
<thead>
<tr>
<th>Micro Focus Role</th>
<th>Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Software Support</td>
<td>• Primary point of contact for service requests. The customer can contact the Software Support for all services such as support and maintenance, or issues regarding availability of the Micro Focus ART ELE Cloud solution</td>
</tr>
<tr>
<td></td>
<td>• Provides application support</td>
</tr>
<tr>
<td>Operations staff</td>
<td>• Monitors the Micro Focus systems and Micro Focus ART ELE Cloud solution for availability</td>
</tr>
<tr>
<td></td>
<td>• Performs system-related tasks such as backups, archiving, and restoring instances according to Micro Focus’s standard practices</td>
</tr>
</tbody>
</table>

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 ART ELE Cloud solution.
- Micro Focus ART ELE Cloud solution 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 ART ELE Cloud 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 ART ELE Cloud solution is provided based on the assumption that Customer will implement and maintain the following controls in its use of Micro Focus ART ELE Cloud solution:

- Configuring Customer’s browser and other clients to interact with Micro Focus ART ELE Cloud solution
- Configuring Customer’s network devices to access Micro Focus ART ELE Cloud solution
- Appointing authorized users
- Configuring its Micro Focus ART ELE Cloud solution 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 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.

**Access Monitoring and Audit**

Micro Focus is entitled to perform regular audits on the ART ELE Cloud solution to validate the number of named user entitlements the customer has configured. Every person for which access has been configured either through the basic authentication or the alternative SAML/SSO configuration, is a person who is consuming one named user entitlement regardless of the person actually accessing, creating or consuming any content. In case of any overage the customer will be notified by email by Micro Focus. Micro Focus will discuss with the customer to either increase the named user entitlements or to reduce named user access.