Service Description

Data Center Automation Premium Software-as-a-Service

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Contents

This Service Description describes the components and services included in Micro Focus Data Center Automation ("DCA") Premium Software-as-a-Service (which also may be referred to as "SaaS") and, unless otherwise agreed to in writing, is subject to the Micro Focus Customer Terms for Software-as-a-Service ("SaaS Terms") found at https://www.microfocus.com/en-us/legal/software-licensing. Capitalized terms used but not defined herein shall have the meanings set forth in the SaaS Terms.

Standard Service Features

High Level Summary

Micro Focus Data Center Automation Premium SaaS ("DCA Premium SaaS") is a native cloud application that delivers vulnerability patching and IT compliance management for hybrid server OS infrastructure. It includes OPTIC Data Lake, dashboarding and reporting for Micro Focus Server Automation ("SA") and Micro Focus Data Center Automation ("DCA").

SaaS Service Delivery Components

SaaS Service Delivery Components	Included
One DCA Premium SaaS production tenant	✓
One DCA Premium SaaS non-production tenant	✓
One (1) year (up to 20 TB by default) OPTIC Data Lake data retention	✓
One (1) TB monthly of data extraction (egress) from DCA Premium SaaS	✓
Capacity extension to OPTIC Data Lake	O
Additional data extraction (egress) from DCA Premium SaaS	O

✓ = Included

O = Optional for an additional fee

SaaS Operational Services

SaaS Operational Services	Included
Onboarding	✓
Customer Success Management (CSM) Meetings	✓
Product Support for DCA Premium SaaS	✓
Service Health portal	✓

✓ = Included

O = Optional for an additional fee

On-Premise Operational Services

On-Premise Operational Services	Included
Install and configure DCA Premium SaaS on-premise components and integrate with SaaS instance	O
Update and configure DCA Premium SaaS on-premise components and integrate with SaaS instance	O
Install on-premise Server Automation	O
Update on-premise Server Automation to compatible version required for DCA Premium SaaS	O
Business Value Dashboard Creation/Customization Service	O

✓ = Included

O = Optional for an additional fee

Full documentation of the capabilities of DCA Premium SaaS solution is available at: https://docs.microfocus.com/doc/DCAS/SaaS/Home.

Architecture Components

DCA Premium SaaS infrastructure consists of two (2) parts:

- **DCA Premium SaaS** which is a cloud native application that delivers vulnerability patching, IT compliance management, Bring Your Own Business Intelligence (BYOBI) gateways (Tableau or Microsoft Power BI), dashboards, reporting for hybrid server OS infrastructure.

    - Micro Focus deploys **DCA Premium SaaS**, monitors the system for 24x7 availability, and provides related 24x7 infrastructure support, including application version upgrades. Customer accesses DCA Premium SaaS through the Internet (HTTPS).

- **Micro Focus provided on-premise components** used as communication infrastructure for execution of remote operations, to collect data and forward it to the SaaS instance, and optional tools and scripts:

    - **Micro Focus Operations Orchestration Remote Action Server** ("OO RAS") is a component required for execution of remote operations inside a customer's firewall or other locations (remote data centers, networks, private or public cloud). A compatible version of OO RAS must be installed and configured by Customer in order to use DCA Premium SaaS**.**
    - **Server Automation Dataminer** is an optional component that collects data from on-premise implemented Micro Focus Server Automation ("SA") and forwards it to the OPTIC Data Lake component of the DCA Premium SaaS instance. In order to collect data from SA and forward it to DCA Premium SaaS for reporting, Customer must install and configure a compatible version of Server Automation Dataminer.
    - **Micro Focus Operations Orchestration Workflow Designer** is an optional component to develop orchestration workflows. In order to develop Operations Orchestration Workflows and use them in DCA Premium SaaS, Customer must install and configure a compatible version of Operations Orchestration Workflow Designer.
    - **Micro Focus UCMDB Local Client** is an optional component to launch the administrative GUI (UCMDB UI) of a target UCMDB server. In order to launch the administrative GUI (UCMDB UI) of a target UCMDB server, Customer must install and configure a compatible version of UCMDB Local Client.
    - **Optional Tools, Scripts and Utilities**
        - SA Configurator is a tool to integrate on-premise implemented Server Automation to DCA Premium SaaS instance.
        - Scripts to download OS patch metadata and Common Vulnerabilities and Exposures (CVE) data and import to the DCA Premium SaaS instance.
        - Microsoft Internet Information Services web application to configure in customer's Microsoft Windows Server Update Services (WSUS) for patch metadata downloads.

The compatible versions of the on-premise components for DCA Premium SaaS and the documentation for integrating the components with the DCA Premium SaaS instance are available at: https://docs.microfocus.com/doc/DCAS/SaaS/Home.

Customer may choose to integrate a compatible version of Micro Focus Server Automation, licensed separately by Customer, with DCA Premium SaaS.

Customer is required to install, configure, and update the on-premise components (not limited to those mentioned above) and third-party software or services, or the Customer can choose to contract this out to professional consultants. Micro Focus does not commit to any SLO for the on-premise components.

Micro Focus does not operate third-party integrations on behalf of the Customer and will not commit to any SLO for these components.

Licensing Model

1 unit equals 1 Server OS Instance and includes:

- Server patching and compliance capabilities
- Reporting

Usage of Operations Orchestration Workflow Designer on-premise component is restricted to developing workflows for use only in DCA Premium SaaS.

Operations Orchestration included within DCA Premium SaaS can be used through invocation only from DCA Premium SaaS components and not as standalone.

Application Administration

Customer will access DCA Premium SaaS using a supported web browser and the URL provided to them. Micro Focus SaaS Operations team will create the necessary roles, groups, and users for the Customer to access the DCA Premium SaaS application.

Users with administrative rights will be able to access select administration pages to configure DCA Premium SaaS capabilities. Micro Focus reserves the right to determine which administrative features will be made available in the DCA Premium SaaS instance.

Customer should open a ticket with Micro Focus SaaS Operations team to execute tasks such as, but not limited to, unlocking user accounts, customer provided business intelligence tools integration, and product configurations.

Customer will work with Micro Focus SaaS Operations for user creation and integration configurations.

Service Support

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.

Support for DCA Premium SaaS application is available at: https://pcs.saas.microfocus.com.
Support for the on-premise components is available at: https://www.microfocus.com/en-us/support.

DCA Premium SaaS includes an online help to aid with tailoring and configuration of DCA to align with your business requirements. Full documentation of the capabilities of DCA Premium SaaS is available at: https://docs.microfocus.com/doc/DCAS/SaaS/Home.

As part of the Micro Focus Data Center Automation community, you can get additional assistance and aid from your peers as well as get access to live and recorded webinars (practitioner forum series). Micro Focus Data Center Automation community is available at: https://community.microfocus.com/it_ops_mgt/dca/.

Your suggestions for enhancements to DCA Premium SaaS are important to us. We encourage you to share your ideas, vote for your favorite ones, and enhance existing ideas with your feedback and comments. The

popularity of an idea is measured through votes and comments at: https://community.microfocus.com/it_ops_mgt/dca/i/dca_ideaexchange.

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 DCA Premium SaaS. 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 the Telephone 24 hours a day, 7 days a week.

Assistance for the on-premise components will be provided through the standard support channels.

Activity	
Customer Success Management	✓
Email and Online Notifications	✓
Onboarding	✓
Version Updates: **Major version updates, minor version updates, patches, and security fixes. Notification period according to notification timelines via release notes and help resources available**	✓[1]
Service Reviews **Meeting reviewing service quality, and to provide feedback on improvements required**	Yearly
Assisting with the implementation / configuration and tailoring	Available at additional cost
Availability SLA	99.9%

[1]*Notifications regarding release updates to the DCA Premium SaaS solution will be provided via email.*

Service Monitoring

Micro Focus monitors the availability of DCA Premium SaaS 24x7. Micro Focus uses a centralized notification system to deliver proactive communications about application changes, outages, and scheduled maintenance. Alerts and notifications are available to the Customer online at: https://pcs.saas.microfocus.com.

As part of DCA Premium SaaS offering, Micro Focus includes a Service Health portal for the SaaS-deployed components which allows the Customer to see:

- Current availability of the DCA Premium SaaS environment
- Details of any upcoming planned maintenance
- Outage reports for any incidents that have been identified by our support teams
- Historical SLO data

The Link to Service Health portal for your tenant will be provided as part of your onboarding to Micro Focus SaaS.

Any required on-premise component, not within the sole control of Micro Focus, is the Customer's sole responsibility. Micro Focus does not commit to any SLO for the on-premise components.

Capacity and Performance Management

The architecture used by DCA Premium SaaS allows for addition of capacity to applications, databases, and storage as required to support the services provided and additional fees may apply.

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 Customer of DCA Premium SaaS and access to DCA Premium SaaS data, following an outage or similar loss of service.

The following types of Customer-specific data reside in the Micro Focus SaaS environment:

- Customer authorized user details (for instance, customer administrator users, operator users)
- Configuration information that may include credentials necessary for remote operations and integrations with on-premise components, customer provided business intelligence tools, certificates necessary to trust connectivity with on-premise components
- Resulting information collected during product feature use such as server and resource inventory, configuration, audit and compliance, patch compliance, software compliance, job history and execution, user management, patch metadata, CVE data
- Reports, dashboards, and reporting data
- Audit logs

Data retention in the SaaS-based OPTIC Data Lake, component of DCA Premium SaaS, is governed by the following:

- Raw data will be retained for (1) one year

The Data Backup Frequency is one (1) day and Micro Focus will perform necessary daily backup of the database and related storage systems (including configuration data) for DCA Premium SaaS instance. The Backup Retention Time is seven (7) days, meaning Micro Focus retains each daily backup for the most recent seven (7) days ("Data Retention Time").

Micro Focus's standard storage and backup measures are Micro Focus's only responsibility regarding the retention of this data, despite any assistance or efforts provided by Micro Focus to recover or restore Customer's data. Micro Focus will be unable to restore any data not included in the database (for example not properly entered by the user, lost, or corrupted etc.) at the time of backup or if Customer´s request comes after the Data Retention Time of such backup. As such, Micro Focus cannot guarantee no data loss.

Disaster Recovery

Business Continuity Plan

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

DCA Premium SaaS is implemented using a cloud-based technology service stack in a redundant mode over multiple availability zones. The failure of one zone will not impact the service availability as the system will automatically failover from the other zones. In the event of a disaster impacting more than one zone at the same time, such as a complete cloud region, the DRP's target is to provide restoration of DCA Premium SaaS within 24 hours (Recovery Time Objective, RTO) following Micro Focus's declaration of a disaster.

The Vertica database backend used by DCA Premium SaaS is deployed in a single availability zone. If the availability zone hosting Vertica goes down, the DRP's target is to provide restoration of DCA Premium SaaS within 24 hours (Recovery Time Objective, RTO) following Micro Focus's declaration of a disaster.

Backups
Micro Focus SaaS performs backups of DCA Premium SaaS databases and application configurations with a 24 hours recovery point objective (RPO). Backups are performed using cloud-based technology across multiple regions. The integrity of backups is validated by (1) real time monitoring of the storage snapshot process for system errors, and (2) and 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 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 SaaS Data.

Micro Focus regularly tests and monitors the effectiveness of its controls and procedures. 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. Some of the security settings in the service are configurable by the Customer, to allow for better integration. As a rule of thumb, Micro Focus will deliver its service with the most-secure options and capabilities enabled.

Physical Access Controls

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

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

Access Controls

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

- Secure user identification and authentication protocols
- Authentication of Micro Focus personnel in compliance with Micro Focus standards and in accordance with ISO27001 guidelines
- 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 are only used for the purpose of performing administrative activities
- Each account with administrative privileges is traceable to a uniquely identifiable individual
- All access to computers and servers is authenticated and within the scope of an employee's job function
- Various logs are collected and maintained, such as logs that can link users to actions in the Micro Focus SaaS environment
- Access to log information is restricted based on user roles and the "need-to-know"
- Using shared accounts is prohibited

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.

Data Segregation

Micro Focus SaaS environments are segregated logically by Micro Focus SaaS access control mechanisms. Internet-facing devices are configured with a set of access control lists (ACLs), which are designed to prevent unauthorized access to internal networks. Micro Focus uses security solutions on the perimeter level such as: firewalls, IPS/IDS, proxies, and content-based inspection 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 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 the applicable DCA Premium SaaS solution. A summary report or similar documentation will be provided to Customer upon request. Subject to the execution of Micro Focus's standard confidentiality agreement, Micro Focus agrees to respond to a reasonable industry standard information security questionnaire concerning its information and physical security program specific to Micro Focus SaaS provided pursuant to the applicable Supporting Material no more than once per year. Such information security questionnaire will be considered Micro Focus Confidential Information.

Micro Focus Security Policies

Micro Focus conducts annual reviews of its policies around the delivery of SaaS against ISO 27001, which includes controls derived from ISO 27034 – "Information Technology – Security Techniques – Application

Security." Micro Focus regularly re-evaluates and updates its information and physical security program as the industry evolves, new technologies emerge, or new threats are identified. The up-to-date certificate can be viewed at the following link: https://www.microfocus.com/media/documentation/certificate-of-registration-information-security-management-system-documentation.pdf.

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 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.

Micro Focus Employees and Subcontractors

Micro Focus requests 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 requests that any affiliate or third-party subcontractor involved in processing SaaS Data enters into a written agreement with Micro Focus, which includes confidentiality obligations substantially similar to those contained herein and appropriate to the nature of the processing involved.

Data Subject Requests

Micro Focus will refer to Customer any queries from data subjects in connection with SaaS Data.

Scheduled Maintenance

To enable 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 (Sunday 00:00 to 02:00 Pacific Standard Time) and one (1) monthly eight (8) hour window (Sunday in the 00:00 to 08:00 Pacific 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. In the rare event where, Micro Focus needs to make an emergency change requiring a downtime outside of those planned maintenance windows, the customers will be notified as soon as possible.

Scheduled DCA Premium SaaS Version updates

"SaaS Updates" are defined as both major version updates, minor version updates and patches applied by Micro Focus to Customer's DCA Premium SaaS solution in production. These may or may not include new features or enhancements. Customer is entitled to SaaS Updates as part of the DCA Premium SaaS service unless the SaaS Update 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 Update to Customer's DCA Premium SaaS solution. Unless Micro Focus anticipates a service interruption due to a SaaS Update, Micro Focus may implement a SaaS Update at any time without notice to Customer. Micro Focus aims to use the Scheduled Maintenance windows defined herein to apply SaaS Updates. Customer may be required to cooperate in achieving a SaaS Update that Micro Focus determines in its discretion is critical for the availability, performance, or security of the DCA Premium SaaS.

On-Premise Component Updates

"Updates" are defined as both major version updates, minor version updates and patches applied to the Customer's on-premise environment.

The initial installation of the compatible versions of the on-premise components and ongoing updates thereafter are the sole responsibility of Customer.

Micro Focus will work with the Customer to coordinate when updates must be applied to the on-premise components.

Compatibility information is available in the documentation:
https://docs.microfocus.com/doc/DCAS/SaaS/Home

Customer must notify Micro Focus of planned and unplanned maintenance activities, outages and availability of the on-premise components required for the product functionality of DCA Premium SaaS.

Micro Focus will not be responsible for managing, monitoring and the maintenance of Customer equipment or third-party computer hardware, software, or network infrastructure not within the sole control of Micro Focus.

Service Decommissioning

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

Micro Focus will make available to Customer any SaaS Data in 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.

Upon expiration or termination of the SaaS Order Term, any license keys for the on-premise components will be invalid.

Service Level Objectives

Micro Focus provides clear, detailed, and specific Service Level Objectives (SLOs) for DCA Premium 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 always meet these objectives.

Micro Focus will provide self-service access to Customer to the Service Level Objectives data online at https://pcs.saas.microfocus.com.

Solution Provisioning Time SLO

Solution Provisioning is defined as DCA Premium SaaS being available for access over the internet. Micro Focus targets to make DCA Premium SaaS available within seven (7) business days of the Customer's Order being booked within the Micro Focus order management system.

Customer is responsible for installing, configuring, and updating any on-premise components required or optional for DCA Premium SaaS. Any on-premise components of the solution are not in scope of the Solution Provisioning Time SLO. Additionally, third party tool integration, and the import of Customer data into the application are not in scope of the Solution Provisioning Time SLO.

Online Support Availability SLO

Online Support Availability is defined as the SaaS support portal being available for access and use by Customer over the Internet. Micro Focus targets to provide Customer access to the SaaS support portal on a twenty-four hour, seven days a week (24x7) basis at a rate of 99.9% ("Online Support Uptime").

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

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

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

Boundaries and Exclusions
Online Support Uptime shall not apply to any of the following exceptions:

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

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.

SaaS Support SLOs

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

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

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

Termination Data Retrieval Period SLO

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

SaaS Availability SLA

SaaS availability is 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 % ("Target Service Availability" or "TSA").

Measurement Method
TSA shall be measured by Micro Focus using Micro Focus monitoring software running from a minimum of four global locations with staggered timing. On a quarterly basis, the TSA will be measured using the measurable hours in the quarter (total time minus Downtime Exclusions) as the denominator. The numerator is the denominator value minus the time of any outages in the quarter (duration of all outages combined) to give the percentage of available uptime (2,198 actual hours available / 2,200 possible available hours = 99.9% availability).

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

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

- Overall Internet congestion, slowdown, or unavailability
- Unavailability of generic Internet services (e.g., DNS servers) due to virus or hacker attacks
- Outages caused by disruptions attributable to force majeure events (i.e., unforeseeable events outside of Micro Focus' reasonable control and unavoidable even by the exercise of reasonable care
- Customer-caused outages or disruptions
- Outages not caused by Micro Focus or not within the control of Micro Focus (i.e., unavailability due to problems with the Internet), unless caused by Micro Focus' service providers
- Unavailability due to Customer equipment or third-party computer hardware, software, or network infrastructure not within the sole control of Micro Focus
- Scheduled maintenance activities
- Scheduled SaaS Upgrades
- Customer exceeding the service restrictions, limitations or parameters listed in this Service Description and/or the Order
- Unavailability due to customizations made to the Micro Focus SaaS which are not validated, reviewed, and approved in writing by both parties
- System downtime requested by Customer
- Suspensions of the Micro Focus SaaS by Micro Focus as a result of Customer's breach of the SaaS Terms

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

In addition, Micro Focus will provide an Actual Service Availability Report ("ASA Report") in accordance with this Service Level Commitments section to Customer upon request. If Customer does not agree with the ASA Report, written notice of non-agreement must be provided to Micro Focus within fifteen (15 days) of receipt of the ASA Report.

Remedies for Breach of Service Levels

i. **Sole remedy.** Customer's rights described in this section state Customer's sole and exclusive remedy for any failure by Micro Focus to meet the agreed service levels.

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

iii. **Credits.** Subject to the terms herein, Micro Focus will issue a credit reflecting the difference between the measured ASA for a quarter is less than the TSA. ("**Remedy Percent**"). For clarity, several example calculations using this formula are illustrated in the table below:

Target Service Availability (TSA)	Actual Service Availability	Result	Remedy Percent
99.9 %	99.9%		Not Applicable
99.9%	94.9%	5% missed	5%
99.9%	90.9%	9% missed	9%

Customer must request credits in writing to Micro Focus within ninety (90) days of receipt of the ASA Report resulting in such credit and identify the support requests relating to the period where the SaaS production application was not available for access and use by the Customer over the internet. Micro Focus shall apply the requested credits on a quarterly basis.

Standard Service Requirements

Roles and Responsibilities

This section describes general Customer and Micro Focus responsibilities relative to DCA Premium 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
Business Owner	• Owns the business relationship between Customer and Micro Focus • Owns the business relationship with the range of departments and organizations using DCA Premium SaaS Service • Manages contract issues

Project Manager	• Coordinates Customer resources as necessary • Serves as the point of contact between Customer and Micro Focus • Drives communication from the Customer side • Serves as the point of escalation for issue resolution and service-related issues
Administrator	• Serves as the first point of contact for DCA Premium SaaS end users for problem isolation • Performs DCA Premium SaaS Service administration • Provides tier-1 support and works with Micro Focus to provide tier-2 support • Coordinates end-user testing as required • Leads ongoing solution validation • Trains the end-user community • Coordinates infrastructure-related activities at the Customer site • Owns any customization
Subject Matter Expert	• Leverages the product functionality designed by Customer's DCA Premium SaaS administrators. • Provides periodic feedback to DCA Premium SaaS Administrator

Micro Focus Roles and Responsibilities

Micro Focus Role	Responsibilities
Customer Service Centre (CSC)	• 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 • Provides 24x7 application support
Operations Staff (Ops)	• Monitors the Micro Focus systems and DCA Premium SaaS for availability • Performs system-related tasks such as backups, archiving, and restoring instances according to Micro Focus's standard practices • Provides 24x7 SaaS infrastructure support

Assumptions and Dependencies

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

- Customer must install, update, and configure the required on-premise components and any third-party software or services, which must be compatible to the current DCA Premium SaaS version. Compatibility information is available in the documentation: https://docs.microfocus.com/doc/DCAS/SaaS/Home
- Customer must have internet connectivity to access this DCA Premium SaaS Service
- DCA Premium SaaS Service will be performed remotely and delivered in English only

- A SaaS Order term is valid for an identified tenant, which cannot be changed during the SaaS Order term
- The service commencement date is the date on which Customer´s Order is booked within the Micro Focus order management system
- The import of Customer data into DCA Premium SaaS solution during the implementation requires that the information be 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 such as information security controls, connectivity options, and business continuity, backup, and archival options, in the Customer environment that are appropriate to meet its requirements
- Customer will establish and follow secure practices for individual account-based access for accountability and traceability

Furthermore, DCA Premium SaaS Service is provided based on the assumption that Customer will implement and maintain the following controls in its use of DCA Premium SaaS:

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

Good Faith Cooperation

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